

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Solid Waste Disposal and Curbside Recycling Services

Item/Project

Sanitation Department

Responsible Department

Wednesday, September 12, 2018 on or before 2:00 PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

LEGAL NOTICE
Ordinance 2/2018

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Wednesday, September 12, 2018**, for the purpose of securing a three-year contract for:

Solid Waste Disposal and Curbside Recycling Services

The City will disqualify any bid not received on or before 2:00 PM local time on Wednesday, September 12, 2018. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing/>.

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Each bid must contain the full name of every person or company participating in the bid.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The bidder is responsible for monitoring the above named website for any official addenda.

It is requested that the bidder print the entire Invitation to Bid and submit it in its entirety. The City also requests that the bidder submits an original completed bid packet and two (2) copies of that completed packet for a total of three (3) bid packet copies.

Please contact Assistant Director of Purchasing Katie Wise at kathryn.wise@cantonohio.gov if you have any questions regarding this bid.

By order of the Director of Public Service: John M. Highman, Jr.

Published in the Canton Repository: August 28, 2018 and September 4, 2018

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Section I: Table of Contents and Bidder's Checklist

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- Cover sheet (Page 1)
- Legal Notice (Page 2)
- Section I: Table of Contents and Bidder's Checklist (Page 3)
- Section II: Bid Forms and Instructions (Pages 4-22)
 - Bid Form Instructions
 - Bid Form 1: Bidder and Contractor Employment Practices Report
 - Bid Form 2: Authority of Signatory
 - Bid Form 3: Bid Guaranty
 - Bid Form 4: Bidder Information
 - Bid Form 5: Non-Collusion Affidavit
 - Bid Form 6: Insurance Requirements
 - Bid Form 7: Affidavit for Foreign Corporations
 - Bid Form 8: Personal Property Tax Certification (ORC 5719.042)
 - Bid Form 9: Certification – Auditor of the State Of Ohio
 - Bid Form 10: Articles of Incorporation
 - Bid Form 11: W9 Tax Form
- Section III: City of Canton Income Tax Information (Page 23-24)
- Section IV: Canton Codified Ordinances (Pages 25-29)
- Section V: Bid Specifications (Pages 30-38)
- Section VI: Proposal and Signature Pages (Pages 39-44)
- Copy of license with the Ohio Environmental Protection Agency to operate a sanitary landfill and/or transfer station shall be included in the bid packet.
- Copy of the appropriate zoning code for the location of the disposal site and/or transfer station shall be included in the bid packet.
- Any other pertinent licenses and permits shall be included in the bid packet
- A scale to scale report showing the average wait time for disposal at all landfill or transfer station sites shall be included in the bid packet.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Section II: Bid Forms and Instructions

Bid Form Instructions

Failure to submit bid forms 1 through 6 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 7 through 10 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

Bid Form 1: Bidder and Contractor Employment Practices Report

This form is designed to provide an evaluation of a bidder's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

Bid Form 2: Authority of Signatory

The authority of the bid signatory must be established. Bid Form 2 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and instructions as to how signature authority is commonly established.

Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

Bid Form 4: Bidder Information

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City after the receipt of bids. Low bidders may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

Bid Form 5: Non-Collusion Affidavit

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided.

Bid Form 6: Insurance Requirements

The successful bidder will be required to have the required insurance as outlined in Bid Form 6 and should be prepared to submit proof thereof.

All bidders would be well advised to consult their insurance agents as soon as possible so that all questions and concerns can be given due consideration.

Bid Form 7: Affidavit for Foreign Corporations

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

This form/certification must be retyped on the successful bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

Bid Form 9: Certification – Auditor of the State Of Ohio

This form is used to certify that the bidder does not have outstanding unresolved finding for the recovery issued by the Auditor of the State of Ohio.

Bid Form 10: Articles of Incorporation

The successful bidder may be required to submit a copy of the company's articles of incorporation.

Bid Form 11: W9 Tax Form

Please provide an up to date copy of your Company's W9.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 1: Bidder and Contractor Employment Practices Report

**Bidder and Contractor Employment Practices Report
City of Canton Office of Compliance**

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Reporting Status A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

Categories	Overall Total	MALE:				FEMALE:					
		Total Male	Total Female	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Managers and Supervisors											
Professionals											
Technicians											
Part-Time Seasonal											
Office & Clerical											
Craftsman (skilled)											
Operatives (semi-skilled)											
Laborers (un-skilled)											
Service Workers											
Total:											

REMARKS: Please explain any identification data appearing on last the report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 3) _____ will take affirmative action to insure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.

- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

Signature:

Title:

Date of Signing:

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check or bid bond** for **five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Please place your bid guaranty at the front of your submitted bid.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 4: Bidder Information, Page 1

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder _____

b. Business Address _____

_____ City State Zip

c. Business Telephone Number (____) _____

d. Person, address, email and telephone to whom official notices are to be sent

e. Person, address, email and telephone for further information regarding this proposal

f. State(s) of incorporation (w/dates of incorporation)

g. Principal place of business _____

h. Federal I.D. Number # _____

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 4: Page 2

2. Form of Business Organization.

____ Corporation

____ Partnership

____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 5: Page 2

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 6: Insurance Requirements, Page 1

Instructions

All successful bidders will be required to possess the following items per the requirements below and should be prepared to submit proof thereof:

1. Liability Insurance Certificate
2. Workers Compensation Certificate

Insurance Requirements

The following standard indemnity agreement and minimum insurance requirements are incorporated in the specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain liability insurance and furnish the Owner with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
 1. Workmen's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Workmen's Compensation Law in the State of Ohio.
 - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
 2. General Liability Insurance in amounts not less than:

a. General Aggregate Limit	\$2,000,000.00
b. Personal and Advertising Injury Limit	\$1,000,000.00
c. Each Occurrence Limit	\$1,000,000.00
d. Fire Damage	\$ 100,000.00
e. Medical Expense Limit	\$ 5,000.00

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 6: Page 2

3. Comprehensive Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury and Property Damage
any one accident or loss: \$1,000,000.00

VI. This insurance shall:

1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
2. be evidenced by Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for;
3. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
4. include the City of Canton **“as an additionally named insured”** and shall **contain an endorsement by the insurance carrier providing ten (10) days notice to both the City and insured in the event of any change in coverage under the policy.** No less than ten (10) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 7: Bidder's Affidavit: Foreign Corporation

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is _____
(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

_____ Date	_____ Signed
	_____ Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

Office of the Auditor
City of Canton
City Hall 218 Cleveland Avenue S.W.
Canton, Ohio 44702

Dear Sir or Madame:

(A) The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Corporation

President

Secretary

NOTE: This form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to your company.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 9: Certification: Auditor of the State of Ohio

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined

by Ohio Revised Code (ORC) Section 9.24 as of _____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 10: Articles of Incorporation

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Form 11: W9 Tax Form

Please provide an up to date copy of your Company's W9.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Section III: City of Canton Income Tax Information

1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
 - e. By entering into contract with the City of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The vendor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Vendors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Vendors are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information on the following page.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Provision 2

By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Section IV: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

1. Chapter 105.06 – Minority contract provision.

- a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord.185-2011. Passed 10-31-11.)

2. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 95-2014. Passed 5-5-14.)

3. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

(Ord. 238-2015. Passed 11-30-15.)

4. Chapter 182.30 – Contract Provisions

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a resident or nonresident in the city, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

- b. By entering into contract with the city of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

5. Chapter 507.03 – Equal Employment Opportunity clause.

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Section V: Bid Specifications

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton (City) is seeking bids for a three year contract for a solid waste disposal site in order to dispose of solid waste and for curbside recycling services picked up by the City's Sanitation Department. The contract will be awarded to the company that is able to provide the lowest overall cost to the City, taking into consideration all of the factors described in these specifications.
- 1.2 **Classification:** The successful bidder will be able to properly dispose of solid waste and/or recyclables delivered by the Sanitation Department pursuant to all of the specifications and requirements included in this Invitation to Bid.
- 1.3 **Non-Exclusivity:** The City of Canton reserves the right to contract for the same or similar services covered in this bid from additional vendors not awarded contracts resulting from this bid if found to be in the best interest of the City.
- 1.4 Bidders are requested to bid fixed firm pricing in the spaces provided on the proposal pages. Any bid containing an escalator clause will not be considered. In the event that a fee imposed by a governmental regulating agency outside the control and through no fault of the winning bidder increases or decreases during the life of the contract, the winning bidder shall notify the City of Canton of said change in writing at which point the City and winning bidder will negotiate a contract amendment to account for said fee adjustment.
- 1.5 This is to be a three-year contract with a term of December 21, 2018 to December 20, 2021 unless cancelled sooner pursuant to the provisions contained herein.
- 1.6 There shall be the option of a 30 day extension at the sole discretion of the City of Canton.
- 1.7 Solid waste and recycling materials will be delivered to the winning bidder's site on any day that the City of Canton Sanitation crews are scheduled to work, including the following holidays:
- Presidents Day
 - Good Friday
 - Veterans Day
 - Day after Thanksgiving
 - On all other holidays, the City of Canton Sanitation crews will work on Saturday.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

1.8 Company Requirements

- 1.8.1 The successful bidder shall have experience in operating a disposal facility for other governmental entities and/or equivalent experience in operating a private disposal facility.
- 1.8.2 The successful bidder shall have financial resources which in the opinion of the Board of Control are adequate to ensure full and proper performance of the contract.
- 1.8.3 The successful bidder shall have the ability to begin full operations on the first day of the contract term.
- 1.8.4 The successful bidder shall not mandate any additional voluntary or mandatory requirements for refuse pick-up upon the City of Canton and/or its customers for purposes of achieving or maintaining a single route pick-up system. The City, in its discretion, may establish a separate route for Fall leaf pick-up and/or seasonal yard waste pick up. In the event the City determines to conduct such a program, such decision shall not have any bearing on the City's standard waste disposal pricing which includes comingled sanitation routes.
- 1.9 There shall be no interruptions or impeding of work, work stoppages, strikes, or other interferences with service during the life of the contract.
- 1.10 The successful bidder shall designate a local contact person who will communicate with the Director of Public Service and other authorized agents of the City during the period of the contract.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

- 2.1 All companies bidding on this contract must own and operate a sanitary landfill and/or transfer station licensed and approved by the Ohio Environmental Protection Agency (OEPA). A copy of the license from the OEPA shall be included in the bid packet.

3.0 SOLID WASTE DISPOSAL REQUIREMENTS

3.1 Contract Overview and General Requirements

- 3.1.1 The City Sanitation Department collects approximately 35,600 tons of solid waste per year from its residential and commercial customers and thus has a need to dispose of approximately 137 tons per day of said solid waste five (5) days per week, most weeks, between the hours of 6:00 A.M. and 5:00 P.M. Please note that the approximate tonnage listed is for informational purposes only, and the

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

City of Canton does not guarantee a minimum or a maximum amount of daily solid waste to be delivered under the resulting contract.

- 3.1.2 The Sanitation Department will work at least six (6) Saturdays per year. Therefore, the successful bidder will, with proper notice, provide disposal service on those selected Saturdays. Saturday hours will be from 6:00 A.M. to 2:00 P.M.
- 3.1.3 It shall be the responsibility of the successful bidder to provide for emergency disposal of solid wastes in the event that the City is unable to deliver wastes due to adverse weather or any other emergency situation. This shall be accomplished by providing a full operating day on the Saturday of the week of the shutdown at no additional cost.
- 3.1.4 The successful bidder shall provide to the City of Canton an option for rental of a Mack garbage truck, should the need arise due to a breakdown, etc. in the City's fleet.

3.2 Landfill and/or Transfer Station Requirements

- 3.2.1 All proposed sanitary disposal sites and/or transfer stations shall be environmentally sound and properly licensed where required by law and meet all minimum requirements herein and required by all applicable federal, state, and local laws.
- 3.2.2 The successful bidder shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, the State of Ohio and the City of Canton. In addition, all disposal sites and/or transfer stations shall be in compliance with any local zoning requirements.
- 3.2.3 All disposal sites and/or transfer stations shall have and maintain an all-weather access road from the nearest public road to the point of dumping at the disposal site. Please note that the successful bidder will also be responsible for having this access road free from road hazards, such as heavy metals, iron, etc. that may cause any type of damage to the City of Canton's Sanitation vehicles and their tires. The successful bidder shall bear the responsibility of any City equipment breakdown or loss of time, which is caused by landfill site/transfer station site conditions regardless of weather conditions.
- 3.2.4 Yard waste shall be permitted to be co-mingled with standard solid waste pickup.
- 3.2.5 The successful bidder shall own and operate equipment which shall be of a standard heavy-duty type and in such condition that the schedule for disposal can be properly maintained. Breakdown or faulty equipment shall not be sufficient reason for deviating from the schedule. The minimum equipment required for this contract shall be that which is necessary to sufficiently compact, transfer, cover over and/or recycle the City's approximate

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

137 tons per day of solid waste in addition to all other solid waste the successful bidder collects from other customers.

4.0 CURBSIDE RECLYING SERVICE REQUIREMENTS

4.1 Contract Overview and General Requirements

- 4.1.1 The City Sanitation Department collects approximately 2,060 tons of raw recycling material per year from its residential and commercial customers and thus has a need to dispose of approximately 8 tons per day of said recyclables five (5) days per week, most weeks, between the hours of 6:00 A.M. and 5:00 P.M. Please note that the approximate tonnage listed is for informational purposes only, and the City of Canton does not guarantee a minimum or a maximum amount of daily solid waste to be delivered under the resulting contract.
- 4.1.2 The Sanitation Department will work at least six (6) Saturdays per year. Therefore, the successful bidder will, with proper notice, provide recyclable disposal service on those selected Saturdays. Saturday hours will be from 6:00 A.M. to 2:00 P.M.
- 4.1.3 It shall be the responsibility of the successful bidder to provide for emergency disposal of recyclables in the event that the City is unable to deliver recyclables due to adverse weather or any other emergency situation. This shall be accomplished by providing a full operating day on the Saturday of the week of the shutdown at no additional cost.
- 4.1.4 The City will collect from its residents, comingled recyclable material that will consist of but not limited to the following:
- #1 & #2 plastic containers
 - Aluminum and bi-metal cans
 - Magazines
 - Clean newspaper (when possible)
 - Paper board and cardboard
- 4.1.5 All recyclable material delivered to the winning bidder must be recycled.
- 4.1.6 The winning bidder will submit a weight slip for every load of recyclable material delivered.
- 4.1.7 The winning bidder will explain how any payment due to the City of Canton for certain recyclables is derived.
- 4.1.8 Any payment due to the City of Canton becomes due the same time that the City's payment to the vendor is due.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

- 4.1.9 The City will deliver recyclables to the vendor on the same day they are collected regardless of volume.
- 4.1.10 Bids for recycling services must include payment or cost to the City of Canton of items listed above, based on fair market value of the products. Explain in detail on the proposal page any changes in cost of payment to the City of Canton that may result due to fluctuating markets, excluding governmental fees.
- 4.2 Recycling Site Requirements
- 4.2.1 All proposed recycling sites and/or transfer stations shall be environmentally sound and properly licensed where required by law and meet all minimum requirements herein and required by all applicable federal, state, and local laws.
- 4.2.2 The successful bidder shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, the State of Ohio and the City of Canton. In addition, all recycling sites and/or transfer stations shall be in compliance with any local zoning requirements.
- 4.2.3 All recycling sites and/or transfer stations shall have and maintain an all-weather access road from the nearest public road to the point of dumping at the site. Please note that the successful bidder will also be responsible for having this access road free from road hazards, such as heavy metals, iron, etc. that may cause any type of damage to the City of Canton's Sanitation vehicles and their tires. The successful bidder shall bear the responsibility of any City equipment breakdown or loss of time, which is caused by recycling site/transfer station site conditions regardless of weather conditions.
- 4.2.4 The successful bidder shall own and operate equipment which shall be of a standard heavy-duty type and in such condition that the schedule for disposal can be properly maintained. Breakdown or faulty equipment shall not be sufficient reason for deviating from the schedule. The minimum equipment required for this contract shall be that which is necessary to sufficiently compact, transfer, cover over and/or recycle the City's approximate 8 tons per day of recyclables in addition to all other recyclables the successful bidder collects from other customers.
- 4.2.5 The winning bidder accepts the tonnage rates specified in the proposal page for each item as full compensation for the work in this proposal. The tonnage rates specified will be used in the consideration of the contract award.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

5.0 OPTIONAL BID ITEM

- 5.1 Garbage truck washes may be performed, by the successful bidder's staff, once a month (30 days) at the bidder's location. The City of Canton currently has 16 Mack garbage trucks. The City of Canton will be charged for these washes.
- 5.1.2 The successful bidder shall supply the necessary labor, materials, equipment and services to properly wash the trucks, with no assistance from City of Canton personnel.
- 5.1.3 The successful bidder shall keep a log of which trucks have been washed within the month (30 day timeframe)

6.0 CONTRACT NON-PERFORMANCE AND CANCELLATION

- 6.1 The City reserves the right to cancel this contract upon seven (7) days written notice if a more cost efficient alternative waste disposal method becomes available or if it is in the best interest of the City to do so for any other reason.
- 6.2 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have seven (7) days from the time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.
- 6.3 If a non-performance or breach is not remedied pursuant to specification 3.4.2, the City of Canton reserves the right to terminate the contract and re-award to a different bidder or vendor.
- 6.4 For every instance of the successful bidder's non-performance or breach of contract, the Director of Public Service reserves the right to deduct an amount from payments which represents the cost to the City of said non-performance or breach.
- 6.5 The successful bidder in accepting this contract agrees that the City of Canton shall not be liable to prosecution for any damages in the event the contract is terminated for any reason including but not limited to those outlined herein.
- 6.6 Assignment of Contract
 - 6.6.1 The successful bidder shall not assign, transfer, convey or otherwise dispose of the contract or any part therein or its right, title or interest therein or its power to execute the same to any other person, company or corporation without the previous consent, in writing, of the Director of Public Service. If

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

the successful bidder is a corporation, the sale of its corporate stock shall not be a transfer of this contract.

- 6.6.2 Should the successful bidder violate any portion of this section, the Director of Public Service may, at his discretion, immediately terminate the contract, and all rights, title and interest of the successful bidder shall therein cease and terminate and the successful bidder shall be declared in default.

7.0 SAMPLING, INSPECTION, AND TEST PROCEDURES

- 7.1 The City of Canton reserves the right to inspect/tour the winning bidder's landfill/transfer station to ensure that these specifications and all applicable laws and regulations are being adhered to.
- 7.2 The City of Canton reserves the right to request proof of all required licenses and certifications at any time.

8.0 INVOICING AND PAYMENT

- 8.1 Invoice shall show the City's purchase order number, the item number, the quantity, a brief description of the item, the unit price and the total amount due.
- 8.2 Invoice address: All invoices shall be submitted to the address on the Purchase Order.
- 8.3 The payment terms shall be net 30 unless a different term is agreed upon by the City of Canton and the successful bidder.

9.0 ADDITIONAL INFORMATION AND NOTES

- 9.1 Award Process
- 9.1.1 Contracts will be awarded by the City of Canton Board of Control in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.
- 9.1.2 The lowest and best bidder will be determined by calculating hard calculable costs associated with the components of this contract including, but not limited to, the cost of solid waste disposal, the cost of recycling disposal, travel costs per mile, DMV maintenance costs per mile, capital costs and labor.
- 9.1.3 If necessary, soft calculable costs will also be analyzed to facilitate the determination of the lowest and best bidder. These costs include, but are not limited to, additional wear and tear on vehicles based on delivery site conditions,

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

condition of driving surface at site, possible increased rate of vehicle breakdowns and tire failure not included in DMV maintenance costs per mile and increased need to wash vehicles after leaving site.

- 9.1.4 The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.
- 9.1.5 Immediately after the notice of award, the successful bidder shall begin planning in conjunction with the Director of Public Service and/or his designee to ensure the fulfillment of all obligations.
- 9.2 Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by the Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.
- 9.3 Questions and Addenda
- 9.3.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the signature page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
- 9.3.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: kathryn.wise@cantonohio.gov
- 9.3.3 Bidders are expected to and are responsible for monitoring the City's website for all official addenda.
- 9.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 9.4 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to ensure that the bid is correct and/or accurate.
- 9.5 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov. If there is no withdrawal of the bid, in

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).

9.6 Proposal Pages Instructions

- 9.6.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified. Price shall include all of the requirements listed in the specifications **including any and all applicable fees.**
- 9.6.2 Bidders are required to submit all additional information requested on the proposal pages. Failure to do so may result in your bid being disqualified.
- 9.6.3 Under Proposal Page, Section A, Bid Items 2, 3, and 4 are optional and may be considered in the determination of lowest and best bid. However, if the successful bidder lists pricing for bid items 2, 3, and 4, this pricing will become a part of the resulting contract.
- 9.7 It shall be the responsibility of bidders to thoroughly familiarize themselves with the provisions of these specifications. The agreement with the successful bidder will be drawn by the City of Canton Law Department and may contain such other provisions as are deemed necessary to protect the City's interest herein.
- 9.8 The successful bidder must agree to abide by the rules and regulations as prescribed herein and as prescribed by the Director of Public Service. Should any questions arise as to the terms and conditions of this Invitation to Bid, the decision of the City of Canton Law Director shall be final.
- 9.9 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Canton may reject said bid.
- 9.10 The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Section VI: Proposal and Signature Pages

**Proposal Pages
Solid Waste Disposal and Recycling Services**

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

A. SOLID WASTE DISPOSAL PROPOSAL:

Bid Item 1: Solid Waste Disposal (REQUIRED)

The following is the guaranteed unit cost proposal for accepting all solid waste (including comingled yard waste) delivered to the landfill or transfer station from the City of Canton for disposal.

NOTE: Bid price shall be all inclusive and include ANY AND ALL applicable fees.

Contract Year	Per Ton Rate in Figures	Per Ton Rate in Words
Year 1		
Year 2		
Year 3		

B. RECYCLING SERVICES PROPOSAL:

Bid Item 2: Recycling (REQUIRED)

The following is the guaranteed unit cost proposal for accepting all recycling delivered to the landfill or transfer station from the City of Canton for disposal.

NOTE: Bid price shall be all inclusive and include ANY AND ALL applicable fees.

Contract Year	Per Ton Rate in Figures	Per Ton Rate in Words
Year 1		
Year 2		
Year 3		

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Item 3: Yard Waste (Optional)

The following is the guaranteed unit cost proposal for accepting all yard waste (grass clippings, leaves, branches less than 8” in diameter, etc.) delivered to the landfill or transfer station from the City of Canton if it is collected and delivered separately from the solid waste in Bid Item 1. The use of Bid Item 2 in no way alters or changes the City’s ability to submit yard waste under Bid Item 1.

Contract Year	Per Cubic Yard Rate in Figures (Bagged)	Per Cubic Yard Rate in Words (Bagged)	Per Cubic Yard Rate in Figures (Unbagged)	Per Cubic Yard Rate in Words (Unbagged)
Year 1				
Year 2				
Year 3				

Bid Item 3: Yard Waste (Optional)

Contract Year	Per Ton Flat Rate in Figures (Bagged)	Per Ton Flat Rate in Words (Bagged)	Per Ton Flat Rate in Figures (Unbagged)	Per Ton Flat Rate in Words (Unbagged)
Year 1				
Year 2				
Year 3				

Bid Item 4: Leaves Collected Separately in Standard Plastic Bags (Optional)

The following is the guaranteed unit cost proposal for accepting all leaves collected in standard plastic bags delivered to the landfill or transfer station from the City of Canton if they are collected and delivered separately from the solid waste in Bid Item 1. The use of Bid Item 3 in no way alters or changes the City’s ability to submit leaves under Bid Item 1.

Contract Year	Per Cubic Yard Rate in Figures	Per Cubic Yard Rate in Words
Year 1		
Year 2		
Year 3		

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

Bid Item 5: Leaves Collected Separately in Biodegradable Bags (Optional)

The following is the guaranteed unit cost proposal for accepting all leaves collected in standard plastic bags delivered to the landfill or transfer station from the City of Canton if they are collected and delivered separately from the solid waste in Bid Item 1. The use of Bid Item 4 in no way alters or changes the City's ability to submit leaves under Bid Item 1.

Contract Year	Per Cubic Yard Rate in Figures	Per Cubic Yard Rate in Words
Year 1		
Year 2		
Year 3		

Miscellaneous Charges

1. Cost to clean out frozen roll off box during winter months: \$_____ per box.
2. Cost of Mack garbage truck wash: \$_____ per truck.
3. Cost per day for rental of a Mack garbage truck: \$_____ per truck.

Other Required Information

The following questions must be answered and the requested information/items must be provided. Failure to do so may result in the disqualification of your bid.

1. Please state the address(es) of your disposal site(s) or transfer station(s): *attach additional sheets if necessary*

2. Please list the acreage available at each location in question 1:

3. Distance by improved road to each disposal site or transfer station (in miles to the nearest tenth of a mile) identified in question 1 from the City of Canton Sanitation Department located at 2436 - 30th Street N.E., Canton, OH 44705: *attach additional sheets if necessary*

4. Have you contracted with other governmental entities for disposal operations?

Yes _____ No _____

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

5. If yes to question 4, list the entity, contact person and phone number whom we may contact as references: *attach additional sheets if necessary*

a. Entity _____

Contact Person _____ Phone # _____

b. Entity _____

Contact Person _____ Phone # _____

c. Entity _____

Contact Person _____ Phone # _____

6. What is the term of your current EPA License? _____

7. Have you ever been cited by a Local or State Agency?

Yes _____ No _____

8. If yes to question 7, please provide a statement of the reasons(s) for the citation and its outcome.

9. Has your license ever been suspended or revoked?

Yes _____ No _____

10. If yes to question 9, please provide a statement of the reasons(s) for the suspension/revocation and its outcome.

11. What is your site's zoning classification?

12. Please provide the following additional items with your bid:

a. Ohio EPA License

b. Documentation of your ability to meet all applicable local zoning requirements including a copy of the appropriate zoning code for the location of the disposal site and/or transfer station.

➤ What is the zoning classification of the site? _____

c. Any other pertinent licenses and permits.

d. A scale to scale report showing the average wait time for disposal at all landfill or transfer station sites bid.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

13. Explain in detail any changes in cost of payment to the City of Canton that may result due to fluctuating markets, excluding governmental fees.

14. What methods do you use to separate recyclables?

15. Please list the equipment necessary and currently available to meet the obligations of the contract.

**Solid Waste Disposal and Curbside Recycling Services
Sanitation Department**

**Signature Page
Solid Waste Disposal and Curbside Recycling Services**

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all of the goods and/or services contained within the bid for **Solid Waste Disposal and Curbside Recycling Services** in accordance with all specifications on file to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder herewith encloses a _____ **(Bid Bond, Certified/Cashier's Check)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract _____ will enter into contract therefore, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Please have this page Notarized.