Williamsburg Township
Ohio

Combined Addendum #1

Proposal, 2026 Waste and Recycling Collection Services for:

Williamsburg Township, Clermont County, Ohio

Dear Bidders,

In response to a written request for interpretation, the following the following changes/additions have been made to the Request for Proposals. Attached is a redline document clearly showing the additions. Following is an explanation of those changes.

OVERVIEW OF THE INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

Page 5- Second paragraph under "**Bid Submission Process"** has been updated to specify that of the two hard copies of the proposal that must be provided, the bidder may include one original hard copy and one additional hard copy of the original.

EXHIBIT A – DEFINED TERMS

Page 33- Definition of Performance Bond: To clarify that no bid bond is required, "in substantially the same form as that included in the Bid Documents" is struck out and replaced with "in accordance with section 5.2 of the Collection Agreement". The revised definition reads: **Performance Bond:** the bond insuring performance of the Collection Services, to be submitted in accordance with section 5.2 of the Collection Agreement.

October 1, 2026

Williamsburg Township

Ohio

Williamsburg Township

2026 Waste & Recycling Collection Services

Invitation to Bid for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials Generated by Residential Units, Residential Unit Equivalents, Township Facilities, and during Certain Special Events within the Township

September 14, 2026

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LEGAL NOTICE TO BIDDERS

The Township of Williamsburg, through the Board of Township Trustees ("Township") is participating in a Bid Process to select a Collection Contractor to provide for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Township Facilities, and during certain Special Events ("Collection Services"). The Bid Process offers an opportunity to provide the Collection Services to up to approximately 2,200 households. The number of households is expected to grow as Williamsburg Township is one of the fastest growing townships in the state of Ohio. Bids will be accepted for a 5-year term for Collection Service with the option for one, either three (3) or five (5) year, renewal upon mutual agreement of the Township and Collection Contractor. The Township will evaluate and award contracts for the Collection Services based upon bid and contract award requirements. The Bid Process requires bid submissions by October 13, 2026 for Collection Services. All Solid Waste shall be delivered to landfills designated by the Adams-Clermont Solid Waste District (ACSWD). All Recyclables shall be delivered to a Materials Recovery Facility, or MRF, of the Collection Contractor's choosing.

Bids for Collection Services shall be provided for a not-to-exceed price per Residential Unit per month. The price shall include the cost of billing to residents and collection and provision of garbage and recycling containers to Residential Units, Residential Unit Equivalents, Township Facilities, and during certain Special Events. Bids for Collection Services shall include all costs for collection, transportation, delivery and Governmental Fees for the disposal or processing of Solid Waste and Recyclable Materials, including any tipping fee/rate/charge at the Designated Facilities and Material Recovery Facilities. The Township will enter into a contract with the Successful Bidder(s) for the Collection Services. Bidders are allowed to submit alternate bids; however, no bid will be selected that does not include curbside recycling collection. If selected, Bidders must secure a Performance Bond as required by the Township for the Required Services.

Interested Bidders can submit questions by 12:00 PM on 9/29/20226 to Hannah Lubbers at hlubbers@clermontcountyohio.gov. All submitted questions and answers will be published in the addendum(s) if any.

The Township will receive sealed bids for the Collections Services until 6:00 p.m. on October 13, 2026, which will then be opened at that time. The public opening will occur at the Williamsburg Township Emergency Services Building located at 915 W. Main St., Williamsburg, OH 45176.

All Bids shall:

a) be submitted on the Bid Forms contained in the Bid Documents;
b) contain all information/documentation required by the Bid Documents; and
c) include one (1) electronic copy on a USB drive;

Bids will be considered valid until 75 days after the bid opening dates, although not accepted or rejected. More detailed instructions to Bidders are contained in the Bid Documents. The Township reserves the right to abandon the Bid Process and to reject any or all bids at any

time. Copies of the Bid Documents are on file and may be obtained from the Township as provided by the Township's public records policy.

In order to ensure that potential Bidders receive addendums, if any, please contact Hannah Lubbers at hlubbers@clermontcountyohio.gov to receive notifications of addendums. Addendums will be posted at williamsburgtownship.org/government/legal-notices/ and acswd.org/legal-notices/

PUBLISH: The Clermont Sun (Newspaper) September 24, 2026 (Date)

OVERVIEW OF THE INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS

Williamsburg Township issues this Request for Proposals as part of a Bid Process for the purpose of obtaining bids for the provision of Collection Services. Capitalized terms used throughout this Overview of the Invitations to Bid and Instructions to Bidders and attached Bid Documents are defined in Exhibit A, Definitions.

Introduction. The Township of Williamsburg, ("Township") is releasing this Request for Proposal ("Bid") to select a Collection Contractor to provide for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Township Facilities, and during certain Special Events, within the Township ("Collection Services").

This Bid Process offers Bidders an opportunity to provide the Collection Services, depending on the bids accepted by the Township, up to an estimated 2,200 Residential Units. If the Contract is awarded to a Bidder during the Bid Process, any Residential Units and Residential Unit Equivalents located within Williamsburg Township that elect to have curbside waste collection will be required to use the awarded Collection Contractor following the beginning of the contract term.

This information is provided for the Bidder's convenience only. The Township does not require Residential Units and Residential Unit Equivalents to obtain curbside waste collection services and Units can "Opt-out" if they elect to not have curbside waste collection. The actual number of Residential Units will vary over the course of the contract period, and the Township does not guarantee the accuracy of this data. At the end of 2025, 1,040 households were serviced under the existing Agreement for Collection Services with Rumpke Services.

The Township will evaluate and award contracts for the Collection Services based on the Township's requirements for the consideration of bids and awarding of contracts. These instructions incorporate the Legal Notice to Bidders.

Qualified Bidders are invited to respond to the Invitations to Bid if they desire to provide the Collection Services for Residential Units, Residential Unit Equivalents, Township Facilities and during certain Special Events, located within the Township. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide the Collection Services upon which they are bidding, and be able to fulfill all of the terms and conditions contained in the attached Collection Services agreement. Bidders are required to submit proof of qualifications, references, experience and financial good standing to be considered for a bid award. Inexperienced or unqualified Bidders will not be considered.

Bidders must submit a complete set of Bid Documents to the Township in the manner described herein. After receiving the bids, the Township will review all bids and recommend a Successful Bidder(s) for provision of the Collection Services. The Township will individually execute an agreement with the Successful Bidder(s) that is substantially in the form of the draft agreements contained in the Bid Documents.

The Successful Bidder will be required to submit a Performance Bond in the amount required by the Township for the agreement for the Collection Services. Alternative bid proposals may be submitted if they are in addition to the requested bid proposals. The Township reserves the right to abandon participation in the Bid Process for any reason, and/or reject any bid at their sole discretion and waive any and all nonconformities or irregularities contained in the bid that do not affect price.

SCHEDULE

September 14, 2026	Release of Collection Services Invitation to Bid
September 24, 2026	Public Notice of Advertisement for Collection Services
September 29, 2026 by 12:00 p.m.	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Collection Services
October 5, 2026	Deadline for written Addendum release, if necessary
October 13, 2026	Bid Submission Deadline for Collection Services at 6:00 p.m.
TBD	Announcement of Successful Bidder(s) to provide Collection Services
March 1, 2027	Submittal Deadline for Successful Bidder(s) to Provide Documents per Implementation Plan Requirements
April 1, 2027	Commencement of Collection Services

Terms. The Collection Services Agreement shall be a five (5) year term with the option for one, either three (3) or five (5) year renewal upon mutual agreement with the Township.

Bid Documents. Copies of the Bid Documents may be obtained as published in the Legal Notice, on ACSWD's website, and as stated herein. The Township, ACSWD, and any consultants they employ, solely make copies of the Bid Documents available for the purpose of obtaining bids for the Collection Services, and do not confer upon anyone a license or grant for any other use of the Bid Documents. Neither the Township, ACSWD, nor any consultants employed to prepare the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The Bid Documents are comprised of the following:

1. LEGAL NOTICE TO BIDDERS
2. OVERVIEW OF INVITATION TO BID AND INSTRUCTIONS TO BIDDERS FOR THE PROVISION OF COLLECTION SERVICES
3. GENERAL BID DOCUMENTS

- QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
- W-9 FORM

- CORPORATE AFFIDAVIT
- NON-COLLUSION AFFIDAVIT
- PERSONAL PROPERTY TAX AFFIDAVIT
- NOTICE OF AWARD

4. COLLECTION SERVICES AGREEMENT

- EXHIBIT A, DEFINED TERMS
- EXHIBIT B, WORKERS' COMPENSATION COVERAGE
- EXHIBIT C, IMPLEMENTATION PLAN
- EXHIBIT D, PERFORMANCE BOND
- EXHIBIT E, WILLIAMSBURG TOWNSHIP SERVICES AND SPECIAL EVENTS
- EXHIBIT F, INSURANCE REQUIREMENTS
- EXHIBIT G, BID FORMS
- EXHIBIT H, DOCUMENTATION OF AVAILABLE RESOURCES TO FULFILL AGREEMENT

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such bid) and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each bid by a corporation must include the Corporate Affidavit. Each corporate Bidder must also submit evidence of good standing in the Bidder's state of incorporation and that the Bidder is qualified to conduct business in the State of Ohio. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the bid must accompany the bid. The official address of the partnership must be shown below the signature. Every bid shall be signed and, if necessary, shall be accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Bid Documents must include a valid power of attorney with the submitted bid.

If the Bidder is not qualified to conduct business in the State of Ohio, the Bidder must represent and warrant to the Township that the Bidder will take all necessary steps to qualify to conduct business in Ohio, should the Bidder become a Successful Bidder. The failure of the Bidder to submit evidence of its qualification to conduct business within the State of Ohio within fourteen (14) days of receipt of a Notice of Award shall terminate the award.

Each Bidder shall execute and submit the Non-Collusion Affidavit and the Personal Property Taxes Affidavit at the time of submitting a bid. Each Bidder shall complete and attach a Qualifications and Financial Capability Statement, explaining in detail the experience of the Bidder in performing work similar to the Collection Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise the performance of the Collection Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Bidder. The Township reserves the right to request additional information with respect to the qualifications and financial condition of any and all Bidders, their subcontractors or personnel, which must be provided in writing within five (5) days of any such request.

The selected bidder shall have fourteen (14) days after notification of acceptance of the bid to deliver to the Township a Performance Bond or letter of credit in the amount of $100,000.^{00}. Said bond or letter of credit is to be executed by surety or banking institution satisfactory to the Township, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work. This Contract shall be subject to immediate termination by the Township at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the Township ninety (90) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice the Contractor files with the Township a similar bond to be effective for the balance of the Contract period.

Collection Services Provided and Compensation. The Successful Bidder shall collect, transport, and deliver for disposal or processing all Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Township Facilities, and during certain Special Events, to Designated Facilities and MRFs.

Bidders for the Collection Services shall submit bids for a per Residential Unit per month price. All bids shall be submitted in dollar amounts, and shall include any and all costs of collection, transportation, and delivery for disposal or processing of Solid Waste and Recyclable Materials. The monthly price shall be discounted by at least $2.00 if the head of household qualifies as a Senior.

All prices shall be inclusive of the Solid Waste Generation and any other state or local fees upon delivery to the designated sanitary landfill or transfer station, costs associated with processing of the recyclable material at the Material Recovery Facility chosen by the Collection Contractor, and provision of 95 gal. wheeled garbage collection containers and 65-gal. (or equivalent size) wheeled recycling collection containers

The Contractor shall bill and obtain payment of charges from Residential Units and Residential Unit Equivalents on a quarterly basis.

All prices shall also be inclusive of services provided to Township Facilities and certain Special Events at no extra charge, detailed in Exhibit E to the Collection Services Agreement.

Consideration of Bids. All bids received in conformity with the Legal Notice to Bidders and the specifications therein shall be considered as soon as practicable and become a public record. An abstract of the bids will be made available after the opening of bids.

The Township will award the agreement to the Bidder that the Township determine, in the sole discretion of the Township, to have submitted the lowest price and best bid for the Collection Services ("lowest and best"). The "lowest and best" bid for Collection Services shall be determined by the Township based upon the lowest per Residential Unit per month price offered by the Bidder to the Township for the exclusive right to perform the Collection Services, as well as the best non-monetary terms and conditions. Factors that may be considered include reliability, serviceability, proximity of service provider and past experience with Bidder.

In the event that bids from more than one Bidder are of equal price for the same option, non-monetary criteria shall be considered as part of the determination of the best bid.

Bidders shall bid on the options described in Part I of Exhibit G. Bidders are also required to provide bid prices for Part II, additional mandatory collection services.

No bid will be considered that requires a Bidder be awarded any other service as a condition of acceptance of any bid. No bid will be considered that does not fulfill the terms and conditions set forth in the Bid Form. Bidders must disclose any and all exceptions to the Collection Services Agreement, and provide proposed substitute or revised language for any such exception to avoid a determination by the Township that any such exception is a conditional bid. The Township will not accept any alternative contract language that affects price.

All Bids shall remain open for seventy five (75) days after the opening, but the Township may, in its discretion, release any bid prior to that time.

The Township may conduct any investigation deemed necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of any Bidder, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the Bidder in the delivery of the Collection Services.

The Township will deliver the Notice of Award within 30 days of approval by their legislative body. When the Township sends the Notice of Award to the Successful Bidder(s), the Township will forward at least two (2) unsigned counterparts of the appropriate agreement(s). Within ten (10) days thereafter, Successful Bidders shall sign and deliver to the Township at least two (2) counterparts of such agreement. Within forty (45) days thereafter, the Township will deliver one (1) fully signed counterpart of such agreement to each Successful Bidder. If any Successful Bidder fails to execute and return the agreement within ten (10) days of receiving a Notice of Award, then the Township, at their option, may determine that the Bidder has abandoned the agreement. The Township may then determine that the bid is null and void.

The Collection Services Agreement, if awarded, will be awarded to the Bidder(s) submitting the lowest and best bid considering all options and considering such factors, including but not limited to, the bid price per ton, non-cash incentives, and/or the cost per Residential Unit.

Notwithstanding these provisions, the Township reserves the right to negotiate agreement terms, as permitted by law, with the Bidder determined to be lowest and best and the right to accept or reject any or all bids.

Bid Submission Process. The Township will receive sealed bids for the Collection Services until 6:00 p.m. on October 13, 2026, which will be opened at that date and time. The public opening will occur at the Williamsburg Township Emergency Services Building located at 915 W. Main St., Williamsburg, OH 45176

By the submission date for each bid, Bidders must submit two (2) hard copies (at least one (1) of the two (2) hard copies must be an original copy), and one (1) electronic copy on a USB

drive of the bid clearly marked "COLLECTION SERVICES BID," and must include the Bidder's name.

All Bids shall:
a) be submitted on the Bid Forms contained in the Bid Documents;
b) contain all information/documentation required by the Bid Documents; And
c) include one (1) electronic copy on a USB drive. Any questions relating to the bid submission may be addressed to hlubbers@clermontcountyohio.gov.

Bids may be modified or withdrawn by an appropriate document duly executed and delivered in the same manner as bids are to be submitted at any time prior to the opening of bids.

Bids will be considered valid until 75 days after the bid opening date, although not accepted or rejected. The Township may, in their discretion, release any bid prior to that time.

Copies of the Bid Documents may be obtained from Williamsburg Township's website under Legal Notices at williamsburgtownship.org/government/legal-notices/, and acswd.org/legal-notices/ In order to ensure that potential Bidders receive addendums, if any, Bidders must email Hannah Lubbers at hlubbers@clermontcountyohio.gov the submitting company, contact name, email address, phone and fax numbers. Providing complete information is the only way to ensure that interested Bidders receive subsequent Bid addendums, if any.

Representations and Warranties. By submitting a bid, each Bidder represents and warrants to the Township that:

(1) Bidder has read and understands the Bid Documents;

(2) Bidder will provide the Collection Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Collection Services; and

(3) Bidder and Bidder's agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, age, disability, national origin, or ancestry, against any person or employee of the Bidder.

Questions. No interpretation of the meaning of the Instructions to Bidders or Bid Documents will be made to any Bidder orally. A written request for an interpretation of the Bid Documents may be addressed or e-mailed to Hannah Lubbers, Adams-Clermont Solid Waste District, 2403 Old State Route 32, Batavia, OH 45103, or to hlubbers@clermontcountyohio.gov. Any such written request for interpretation must be received on or before 12:00 PM, September 29, 2026 to be given consideration and to ensure sufficient time for the Township to issue a response. Any interpretation or supplemental instructions will be in the form of a written addendum to the Instructions to Bidders and Bid Documents which, if issued, will be provided to all prospective Bidders (at the respective e-mail address required to be furnished for such purposes), no later than October 5, 2026. Failure of any Bidder to receive any such interpretation or addendum shall not relieve such Bidder from any obligation under their Bid as submitted. Any

addendum issued shall become part of the Bid Documents and will be available for inspection in the same manner as the original Bid Document.

QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT

The Bidder is required to state in detail, in the space provided below (or on attached sheets), the Bidder's qualifications, municipal references (at least two), and experience in supplying the Collection Services, in order to enable the Township to judge the responsibility, experience, skill, and financial good standing of the Bidder. If Bidder must obtain new equipment to perform the Collection Services, please include a financing plan and financial institution references.

NAME OF COMPANY: _____

BY: _____

TITLE: _____

FORM W-9 (Will Insert PDF here)

CORPORATE AFFIDAVIT

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

STATE OF OHIO
COUNTY OF _____ ss:

_____, being duly sworn, deposes and says that he/she is Secretary of the _____, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

_____
Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

_____
Name of Corporation

AFFIANT further says that:_____
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

_____
Name of Agreement

for said Corporation by virtue of:

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

_____
Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 20___.

_____
Notary Public
My Commission Expires:_____

NON-COLLUSION AFFIDAVIT

STATE OF OHIO
COUNTY OF _____ ss:

CONTRACTOR _____,
(Name)

being first duly sworn, deposes and says that he/she is _____ of
(sole owner, a partner, president, etc.)

_____
(company)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to submit a sham BID, or that any one shall refrain from bidding; that said BIDDER 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 of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged 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 said BIDDER in his general business.

Signed:_____

Subscribed and sworn to before me this _____ day of _____ , 20_____.

_____
Notary Public
My Commission Expires:_____

PERSONAL PROPERTY TAXES AFFIDAVIT
(ORC 5719.042)

STATE OF OHIO
COUNTY OF _____ ss:

The AFFIANT, being first duly sworn, states that he/she is the

_____
Title and Name of Company

And that he/she or _____
Name of Company

was:

(1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of _____, Ohio, at the time of submitting the bid for the Collection Services.

(OR)

(2) CHARGED with delinquent personal property taxes on the general tax list of personal property of _____, Ohio, at the time of submitting the bid for the Collection Services and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught:

COMPANY AFFIANT AND TITLE

_____ _____

Sworn to before me, a Notary Public, this _____ day of _____, 20____.

_____
Notary Public

NOTICE OF AWARD

To: _____
_____
_____
_____

PROJECT DESCRIPTION: The Collection, Transportation, and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units, Residential Unit Equivalents, Township Facilities, and during certain Special Events to Designated Facilities and Material Recovery Facilities ("Collection Services").

(Five Years): The term of the Collection Services Agreement shall commence 12:01 a.m., the ___day of _____, 20___ and expire at midnight, the _____day of _____, 20___.

The Township of Williamsburg, Clermont County, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Collection Services has been accepted.

You are required by the Instructions to Bidders to execute the Collection Services Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute the Collection Services Agreement within ten (10) days from the date of this Notice of Award, the Township will be entitled to consider all of your rights arising out of the award of the bid to you as abandoned. The Township will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the Township within ten (10) calendar days.

Dated this _____ day of _____, 2026.

By:_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____day of _____, 2026.

By: _____

Title: _____

AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS GENERATED WITHIN THE TOWNSHIP OF WILLIAMSBURG, CLERMONT COUNTY, OHIO

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials ("Collection Services") generated within the Township of Williamsburg, Clermont County, Ohio (the "Collection Agreement") entered into this ___ day of _____, 20___, is by and between the Township of Williamsburg, Clermont County, Ohio, through its Board of Township Trustees, its successors and assigns in office (the "Township"), with its offices located at _____ (address), and _____(Collection Contractor), a _____[insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio _____.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 or Section 505.27 of the Ohio Revised Code, the Township may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Township; and

WHEREAS, the Township has determined that it is in the best interests of the Township and its Residents that the Township arrange for the collection, transportation and delivery for disposal or processing of all Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, Township Facilities, and during certain Special Events, located within the Township from a single Collection Contractor on an exclusive basis ("Collection Services"); and

WHEREAS, on September 24, 2026, the Township, as part of a Bid Process, invited through advertisement in The Clermont Sun qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

WHEREAS, the Collection Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the Township and its Residents; and

WHEREAS, following the October 13, 2026 official opening of the bids by Williamsburg Township and consideration of bids for Collection Services, the Township determined that the Collection Contractor is qualified to provide the Collection Services to the Township and approved the award of the Collection Agreement to the Collection Contractor; and

WHEREAS, The Collection Contractor shall only take solid waste collected pursuant to this agreement to facilities designated to receive waste by the Adams-Clermont Solid Waste District (District) or the Collection Contractor must have an approved waiver from the Adams-Clermont Solid Waste District to take waste to a non-designated facility. Recycling collected by the Collection Contractor pursuant to this agreement will be taken to a Materials Recovery Facility operated in a responsible manner in accordance with all Federal, State and Local requirements and all reasonable

effort will be made to recover the maximum amount of material possible. Recyclables may not be deposited as garbage at a landfill or incinerator.

WHEREAS, the Township and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit G and incorporated by reference; and

WHEREAS, the Township and the Collection Contractor each represents that it has the authority to execute this Collection Agreement for the Collection Services identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements below, the parties incorporate the foregoing recitals and agree as follows:

ARTICLE I - DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined in Exhibit A, Defined Terms, which is attached and incorporated by reference.

ARTICLE II - AGREEMENT, TERM & RENEWAL TERM

2.1. Agreement and Independent Collection Contractor Status. The Township hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, Township Facilities, and during certain Special Events within the Township to the Designated Facilities and Material Recovery Facilities. Except in the event the Township implements a Food Waste, Textile or other reusable items diversion, recycling, or source reduction program, no other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.

2.2. Effective Date and Term. This Collection Agreement shall be effective on the date of last execution. The term of this Collection Agreement shall be for five (5) years, beginning on April 1, 2027, and terminating on March 31, 2032 (the "Initial Term").

a. **Renewal Term.** If Collection Contractor is not in default of any obligation under this Collection Agreement, the Collection Agreement may be renewed for one additional term, of either three (3) years or five (5) years, at the Township's sole and absolute discretion and upon mutual agreement of the Township and Collection Contractor (the "Renewal Term"). The Renewal Term shall be upon the same terms and conditions as the Initial Term. The Collection Contractor may elect to exercise the right to renew by providing notice to the Township in writing on or before ninety (90) days prior to the expiration of the Initial Term.

2.3. Implementation Plan. On or before 30 days prior to the start of collection service, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection Contractor shall submit to the Township certification of the

following (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles and type of vehicle (diesel, CNG), sufficient number of drivers/employees, sufficient number of available reserve truck units onsite and at other locations, collection containers and other equipment to perform; (b) that Collection Contractor's employees have been identified and completed training and driven the Township-approved Collection Routes. The Township may incorporate additional time restrictions, notwithstanding Section 4.3, such as for major roads during rush hour; (c) that Township-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit that wishes to receive Collection Services, requests for each Residential Unit to identify the level of service from the Collection Contractor (no response from the Residential Unit would indicate an Opt-out of curbside collection services) and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete, if applicable; (e) that the Collection Contractor has selected a Materials Recycling Facility to accept and process the Recyclable Materials collected as part of this Agreement; (f) that the Collection Contractor has identified the Residential Units and Residential Unit Equivalents that elect to receive collection services and the level of service (recycling and size of waste containers) requested by each Residential Unit, and (g) that the Collection Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits B, D and F, and incorporated by reference. Finally, the Collection Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Collection Contractor.

ARTICLE III - GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.1. Collection and Delivery Services to Designated Facilities and Material Recovery Facilities. The Collection Contractor shall provide regular weekly or biweekly collection of Solid Waste and Recyclable Materials from each Residential Unit, Residential Unit Equivalents, Township Facilities, and during certain Special Events located within the Township. All Solid Waste and Recyclable Materials generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the Township-approved written notice specified in Section 2.3 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Sanitary landfills or transfer stations designated by the Adams-Clermont Solid Waste District ("ACSWD") and (b) Recyclable Materials to a Material Recovery Facility of the Collection Contractor's choosing. The Collection Contractor shall pay to the owner or operator of the Participating Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste and Recyclable Materials collected by the Collection Contractor and delivered to the Facilities. All Collection Services performed by the Collection Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

3.2. Vehicles and Equipment. The Collection Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. All vehicles shall be painted uniformly, and shall bear the

Collection Contractor's name, vehicle number and Collection Contractor's telephone number. Vehicles used for collection of Recyclable Materials shall bear a label identifying the truck as being used for the collection of Recyclable Materials in a manner approved by the Township. The Collection Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Collection Contractor for the collection of Solid Waste and Recyclable Materials shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the Township.

The Collection Contractor shall be responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day.

All vehicles and equipment may be inspected from time to time by the Township to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Township that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Township, are not clean, sanitary or in a safe operating condition shall be removed from service by the Collection Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Township. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the Township. The Township may require the installation and use of (Township or ACSWD provided) equipment capable of reading information on the RFID tag in collection vehicles used by the Collection Contractor.

3.3. Collection Contractor's Office and Telephone. The Collection Contractor shall maintain an office and telephone service which shall be manned by a live operator and a supervisor on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Township. The Collection Contractor shall have dedicated teams trained on the service levels specific to the Township. The Contractor will supply a central contact telephone number for complaints and clearly make that number known to customers. Provided that the Township approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

3.4. Collection Contractor Ability to Communicate with Vehicles in the Field. The Collection Contractor shall maintain two-way radio or cellular telephone or other means of communication service with the drivers of all vehicles used to provide Collection Services within the Township, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

3.5. Employee Training. The Collection Contractor shall provide training in operations, approved Collection Routes, safety practices, including observation of all traffic laws, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6. Recyclable Materials Collection Containers.

The Collection Contractor will provide Residential Units and Residential Unit Equivalents with a 65 -gallon, wheeled collection container for Recyclable Materials that has distinguishing colors from the garbage container. In the event a Resident routinely needs additional capacity, they may request an additional collection container(s) for Recyclable Materials from the Contractor and the Collection Contractor shall bill the Resident directly at the price stated in Exhibit G. In no event shall the Township be responsible for the costs of such Contractor-provided collection container(s) for Recyclable Materials.

3.7. Solid Waste Collection Containers.

The Collection Contractor will provide Residential Units and Residential Unit Equivalents with a 95-gallon, wheeled collection container for garbage that has distinguishing colors from the recycling container. The volume of Solid Waste placed curbside for collection by each Residential Unit or Residential Unit Equivalent shall generally be limited to the contents of the waste container with the exception of bulk items as covered in Section 3.8 and bundled yard waste. Residents that routinely have bagged solid waste in excess of the allotted waste container may be asked to add an additional 95-gal container at the prices stated in Exhibit G. In the event a Resident chooses to add an additional collection container(s) for garbage, the Collection Contractor shall bill the resident at the price stated in Exhibit G. In no event shall the Township be responsible for the costs of such Contractor-provided collection container(s) for Garbage.

3.8. Collection of Bulk Items Included. The Collection Contractor shall collect Bulk Items, including but not limited to larger household objects such as furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit or Residential Unit Equivalent. Advance notification to the Collection Contractor is necessary for items that weight more than 75 lbs. Upholstered items must be wrapped. Bulk Items are defined in Exhibit A and limited to one (1) item per week.

3.9. Services at Township Facilities. The Collection Contractor shall provide collection containers to the Township at the location, number, container type, container size and frequency of collection as stated on Exhibit E, which is attached hereto and incorporated by reference. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Collection Contractor shall collect such containers as requested by the Township at no additional charge, unless otherwise indicated in Exhibit E, provided that Township requests for additional collection are not greater than two (2) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the Township upon written notice to the Collection Contractor.

3.10. Collection at Certain Special Events. The Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for up to two (2) special events per year for no more than two (2) pulls as requested by the Township, and collect and dispose the Solid Waste in such additional containers without additional charge, unless otherwise indicated in Exhibit E.

Additional pulls and containers may be requested at the price indicated on Exhibit G. Unless otherwise stated in Exhibit E, or otherwise agreed in writing, no additional fee shall be charged to the Township for these services notwithstanding the frequency of collections that may be required at Township Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

3.11. Commercial Establishments Excluded. This Collection Agreement does not require the Collection Contractor to provide any services to commercial establishments within the Township, unless the Township has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit G hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as Township Facilities, Residential Units, or Residential Unit Equivalents.

3.12. Senior Citizen Discount. The Collection Contractor shall provide at least a $2.00 per month discount on the standard residential monthly service rate for eligible senior citizen residents aged 65 or older. The discount shall be applied directly to the customer's monthly service bill and shall remain in effect for as long as the customer meets the eligibility requirements established by this contract.

The Collection Contractor shall be responsible for administering, documenting, and tracking all senior citizen discounts. The Collection Contractor shall establish and maintain a system for verifying eligibility, applying the discount, and maintaining accurate records of participating customers. The Collection Contractor shall ensure that eligible customers receive the discount beginning with the first full billing cycle following approval of eligibility.

The Collection Contractor shall be responsible for all costs associated with administering and tracking the senior citizen discount program including metrics such as account number, address, and discount effective date. The Collection Contractor shall not charge eligible residents any application, administrative, enrollment, or other fee related to receiving the discount.

Failure to properly apply or administer the required senior citizen discount shall constitute noncompliance with the Contract and may be subject to the remedies and enforcement provisions set forth elsewhere in the Contract.

ARTICLE IV- COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

4.1. Collection Routes and Day of Collection. In addition to the route information provided pursuant to Section 2.3, above, on or before 30 days prior to the start of collection service, the Collection Contractor shall furnish the following to the Township, for approval by the Township: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and Recyclable Materials, their beginning and ending points, identification of any route not made pursuant to this Collection Agreement that is combined with a route under this Collection Agreement prior to transporting Solid Waste or Recyclable Materials to the Designated Facilities and Materials Recovery Facility, the

number of Residential Units and Residential Unit Equivalents per route, the total number of Residential Units and Residential Unit Equivalents under the Contract, including currently unoccupied and vacant Residential Units and Residential Unit Equivalents that could receive service in the future, the total number of Residential Units and Residential Unit Equivalents under the Contract, and the addresses of all Residential Units and Residential Unit Equivalents under the Contract; (b) confirming the weekday on which all Residential Solid Waste and Recyclable Materials will be collected within the Township. The Collection Contractor shall not change the day of collection without written approval by the Township. In the event such a change is approved by the Township, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The Township retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final Township-approved Collection Routes, and shall ensure that all drivers observe traffic laws on the routes.

4.2. Holidays. Holidays that may be observed by the Collection Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Collection Contractor shall resume the regular schedule the following week.

4.3. Starting and Ending Time. Collection of Solid Waste and Recyclable Materials shall occur between 6:00 a.m. and 6:00 p.m. on the day designated for collection. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the Township and the Contractor.

4.4. Notice to Residential Units and Residential Unit Equivalents. No later than ten (10) days prior to the first date of the Collection Services and annually thereafter during the term, the Collection Contractor, at the Collection Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail or, if preferred by the Unit owner or tenant, by electronic means, listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services, including the obligation to place only accepted Recyclable Materials in the appropriate containers. Notice shall identify the Recyclable Materials acceptable for processing, a contact telephone number for the Collection Contractor, Senior Discount information, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The notice may include notification of any price adjustments implemented pursuant to Section 6.4. The initial notice, including the procedures and obligations, shall be submitted to the Township and the Adams-Clermont Solid Waste District for approval no later than forty (40) days prior to mailing to Residential Units and Residential Unit Equivalents. Subsequent notices shall be submitted to the Township for approval not later than twenty (20) days prior to mailing to the Residential Units and Residential Unit Equivalents. The bid price shall include all costs associated with development and distribution of the written notice.

Collection Contractor shall also utilize and make available an electronic notification system that residents can enlist to receive notifications and reminders about changes in collection schedules due to weather, holidays, and other service changes.

4.5. Procedure for Curbside Collection Service. Except as provided in Section 4.6, collection of Solid Waste and Recyclable Materials shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units and Residential Unit Equivalents.

4.6. Procedure for Carry-out Collection Service. The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service stated in Exhibit G to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Township or the Collection Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Collection Contractor shall provide Optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit G. The Township shall not be responsible for the cost of Optional Carry-out Collection Service.

4.7. Handling of Collection Containers. All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. Notwithstanding the foregoing requirements, all re-usable collection containers shall be returned in a manner and to a location such that the container does not create a hazard to pedestrians or motor vehicles. Containers shall not be left in the road, where they can obstruct the flow of traffic. The Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day.

4.8. Damage to Collection Containers. The Collection Contractor shall warrant that any Collection Contractor–provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor–provided collection containers shall be maintained, repaired, and replaced by the Collection Contractor, at the sole cost and expense of the Collection Contractor.

4.9. Violation of Resident Obligations; Refusal to Collect. Upon the first instance that a Resident places Solid Waste and/or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Collection Contractor to each Residential Unit, the Collection Contractor shall, except where prohibited pursuant to Section 4.4, collect such items and may leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, and/or Recyclable Materials for collection in a manner that violates the Resident's obligations, the Collection Contractor may refuse to pick up such materials provided the Resident's violation was tagged during the first incident and that at the time of refusal, the Collection Contractor leaves a tag advising the

Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the Township with copies of all tags left at each Residential Unit pursuant to this Section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Township and the Collection Contractor. The Collection Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Township and the Residents receiving the Collection Services.

4.10. Conduct of Collection Contractor and Its Employees. The Collection Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, specifically including, but not limited to, applicable traffic laws as well as rules and regulations adopted by ACSWD and the Clermont County Board of Health. This includes ACSWD's rule requiring haulers to deliver solid waste collected in Clermont County to a designated landfill or transfer station. Any and all violations may be enforced in accordance with applicable law, including, but not limited to, Ohio Revised Code Section 343.99.

The Collection Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Collection Contractor's company name in large type. When performing the Collection Services, the Collection Contractor's employees shall operate the Collection Contractor vehicles with due regard for the safety of all persons and property. The Township may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Township.

4.11. Daily Reports. The Collection Contractor shall report any Residential Units and Residential Unit Equivalents not placing collection containers on the collection day to the Township. This report shall be provided to the Township at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the Township may agree to utilize a different procedure, provided such agreement is in writing.

4.12. Collection Contractor's Response to Complaints. The Township shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance within 12 hours of receipt and suggest corrective measures. The Collection Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection within 48 hours. Should a complaint go unresolved for longer than seven (7) days the Township will have the right to demand an explanation and satisfactory resolution, and the Collection Contractor shall act diligently and promptly to provide such explanation and effect such resolution, to the Township's satisfaction.

4.13. Annual Residential Waste & Recycling Participation Survey. The Collection Contractor shall conduct a residential recycling participation survey in October of each contract year or other dates as indicated by the Township and provide the survey results to the Township and the Adams-Clermont Solid Waste District no later than January 15th of the year following the survey year. The participation survey shall delineate the total number

of households that participate in the recycling program by documenting whether a Recycling container is placed out for collection on a regularly scheduled collection day. The survey should also document the number of households utilizing a 65-gal. waste container. The Collection Contractor shall conduct the survey for all Residential Units and Residential Unit Equivalents in the Township during the same collection week and shall report the total number of participants, and the total number of non-participants, which collective total shall equal the total number of Residential Units and Residential Unit Equivalents receiving service under the Contract. The participation survey shall be conducted during a collection week with regularly scheduled collection days, and shall not be conducted on a holiday collection week or any other week where collection days are different from the normal collection schedule.

ARTICLE V - PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

5.1. Performance Assurance. The Collection Contractor shall immediately report to the Township any notice or order from any governmental agency or court or any event, circumstance or condition, including Force Majeure, which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the Township's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the Township shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the Collection Contractor, within fourteen (14) days of such demand, shall submit to the Township its written response to any such demand. In the event that the Township does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the Township and its Residents, the Township may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the Township deems necessary to assure that the Collection Services will be provided including the right to immediately terminate the Collection Agreement.

5.2. Performance Bond. Within fourteen (14) days after receiving the Notice of Award, the Collection Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal term, a Performance Bond executed by a duly authorized surety, acceptable to the Township in all respects, or such other security acceptable to the Township, in the amount of One Hundred Thousand and no/100 dollars ($100,000.00). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the Township, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Township accepts, in writing, a substitute surety.

5.3. Liability Insurance. The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the Initial Term and any Renewal Term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Township and the Collection Contractor, commercial general public liability

insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Township. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

5.4. Proof of Insurance. All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Township and authorized to do business in the State of Ohio. The Township shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the Township promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Township not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Township at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.

5.5. Workers' Compensation Coverage. Prior to commencing work under this Collection Agreement, the Collection Contractor shall furnish to the Township satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the Township free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

5.6. Indemnification. The Collection Contractor shall save, indemnify and hold the Township, its Council, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and

b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a

party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

5.7. Environmental Indemnification. The Collection Contractor shall save, indemnify and hold the Township, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This Section shall survive expiration or earlier termination of this Agreement.

5.8. Indemnity Not Limited. In any and all claims against the Township, its employees, agents, officers and consultants, by any employee of the Collection Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Collection Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.

5.9. Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any official, employee, agent, officer or consultant of the Township.

5.10. Covenant Not to Sue. During the Initial Term or any Renewal Term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the Township or ACSWD's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste generated within the Township.

ARTICLE VI - BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

6.1. Contractor to Charge and Obtain Payment of Collection Fees From Residential Units and Residential Unit Equivalents: Contractor shall invoice and collect all Service Charges from each property Owner or Resident of the Residential Unit or Residential Unit Equivalents for all related disposal and processing fees for the services and amounts specified on the Bid Form attached as Exhibit G on a quarterly basis or monthly basis. Following 90 days of delinquent payment of an invoice by the Owner or Resident of a Residential Unit or Residential Unit Equivalent, the Collection Contractor is permitted to terminate service and/or take any commercially reasonable action to collect delinquent payments but is not obligated to take any actions besides those outlined herein.

Residents shall be charged a per Residential Unit per month charge for services based on the applicable Solid Waste container size, number of additional containers, and bid price specified on the Bid Form attached as Exhibit G. In the event the Contractor provides any Optional Services at the request of an Owner or Resident, the charge for such additional Service Charges shall be included as a separate item on the quarterly invoice not to exceed the amount specified on the Bid Form.

the event that the Resident requests additional Solid Waste collection containers, residents shall be charged for the additional container at the applicable price on the Bid Form attached as Exhibit G. Customers who regularly exceed the volume of refuse which can reasonably be stowed in the provided container(s) may be required to obtain and use a larger container or additional container(s) at the rates identified in Exhibit G.

The Base Price shall not be increased during an active billing cycle. Any annual increase to the Base Price may only take effect at the beginning of a new billing cycle and shall not result in more frequent billing or any change to the established billing schedule.

The Collection Contractor shall provide a $2.00 per month discount on the standard residential monthly service rate (Base Price 1) for Eligible Senior Citizen Residents pursuant to Section 3.12.

Additional procedures related to monthly charges, delivery of collection containers, collection container size modification, may be established in the Implementation Plan pursuant to Section 2.3.

6.2. Unoccupied or Vacant Residential Units and Residential Unit Equivalents. Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the Collection Contractor. Residential Units and Residential Unit Equivalents that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit or Residential Unit Equivalent shall notify the Collection Contractor that Collection Services is not required at the unoccupied or vacant Residential Unit. The Collection Contractor shall not invoice the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.3. Annual Review and Report. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Township:

(a) Records regarding Bulk Item as required by Section 3.8 herein;

(b) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;

(c) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein;

(d) Results of the annual residential waste and recycling participation surveys and respective numbers of participants and non-participants and residents with 65-gal. waste containers, as required by Section 4.13 herein;

(e) Records regarding addresses of all Residential Units and Residential Unit Equivalents which are delinquent in payment of Services Charges, as required by Section 6.1 herein;

(f) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Township collected by the Collection Contractor on each regular collection day, as required by Section 6.5 herein;

(g) The Contractor shall provide the Township, upon request and at least annually with a report identifying the number of Eligible Senior Citizen accounts receiving the Senior Discount, the total dollar amount of all Senior Discounts provided, and any other information reasonably necessary for the Township to verify compliance with this requirement.

(h) A record of the number of collection container types by volume and address within the Township and collected by the Collection Contractor on each regular collection day, as required by Section 6.5 herein;

(i) A record of the total amount of Solid Waste and Recyclable Materials collected within the Township pursuant to this Collection Agreement that the Collection Contractor delivers to the Designated Facilities and Material Recovery Facility specified in tons, for each day that such Solid Waste or Recyclable Material is delivered to the Designated Facilities and Materials Recovery Facility, as required by Section 6.5 herein; and

(j) Copies of weight receipts and invoices that the Collection Contractor obtains from the Designated Facilities and Material Recovery Facility, as required by Section 6.5 herein.

The Collection Contractor shall prepare such records and provide them to the Township and ACSWD on an annual basis. Following the first year of the Term, the annual report containing data for the preceding calendar year shall be submitted no later than January 30th each remaining year of the Term.

Annually, the Collection Contractor and the Township shall meet to establish, if needed, an updated number of Residential Units and Residential Unit Equivalents eligible under the Contract, including currently unoccupied and vacant Residential Units and Residential Unit Equivalents pursuant to Section 6.2 that could receive service in the future, and an updated address list

6.4. Permissible Pass-Through Charges.

Any and all Governmental Fee increases or decreases for disposal or processing of Solid Waste at the landfill, transfer station, or at the Materials Recovery Facility may be passed on by the Collection Contractor. A Governmental Fee is a fee applied to the disposal or

processing of Solid Waste levied by the United States Federal Government, State of Ohio, Clermont County, or ACSWD;

The Collection Contractor shall give the Township and Residents as much notice as is practicable before adjusting for Governmental Fee, rate. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

Any other rates, fees, or charges or charge for contaminated loads or excessive residuals by the Recyclable Materials Facility shall be the sole responsibility of the Collection Contractor. If any such charges are assessed to the Collection Contractor, the Collection Contractor shall notify the Township within 48 hours of receiving the charge.

6.5. Data Collection and Monthly Reporting. The Collection Contractor shall prepare and report the following data on the Collection Services provided by the Collection Contractor on forms provided or approved by the Township:

a) A record of the number and addresses of Residential Units and Residential Unit Equivalents within the Township collected by the Collection Contractor on each regular collection day;

b) A record of the number of collection container types by volume and address within the Township collected by the Collection Contractor on each regular collection day;

c) A record of the total amount of Solid Waste and Recyclable Materials collected within the Township pursuant to this Collection Agreement that the Collection Contractor delivers to the Designated Facilities and Material Recovery Facility specified in tons, for each day that such Solid Waste or Recyclable Material is delivered to the Designated Facilities and Materials Recovery Facility;

d) Copies of weight receipts and invoices that the Collection Contractor obtains from the Designated Facilities and Materials Recovery Facility;

e) Records of all notifications of refusal to collect left at a Residential Unit or Residential Unit Equivalent pursuant to Section 4.9 herein;

f) Records regarding any Residential Units or Residential Unit Equivalents not placing out collection containers on the collection day as required by Section 4.11 herein; and

g) Records regarding any charge assessed to the Collection Contractor for contaminated loads or excessive residuals by the Materials Recovery Facility, as provided for by Section 6.4 herein.

The Collection Contractor shall prepare such records and provide them to the Township and ACSWD on a monthly basis within thirty (30) days of the close of each month.

The Collection Contractor shall also utilize any data management system selected by the ACSWD and report volumes in tons collected of Solid Waste and Recyclable Materials for the Township for as long as the ACSWD pays any required dues or annual subscription fees for use of the system. The Collection Contractor shall input such data and provide such data to the Township and to ACSWD on a monthly basis within thirty (30) days of the close of each month.

ARTICLE VII- BREACH, CURE, AND TERMINATION

7.1. Breach of Contract; Termination. Upon the material failure of the Collection Contractor to comply with the terms or conditions of this Collection Agreement, the Township may terminate the Collection Agreement in the following manner: the Township shall provide notice to the Collection Contractor, by certified mail, return receipt requested, of the alleged material failure of the Collection Contractor to comply with the Collection Agreement. The Collection Contractor shall have ten (10) days to provide the Township with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Collection Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the Township may terminate this Collection Agreement. Any such termination shall not take effect until the Township is able to secure alternate or substitute performance for the Collection Services. The Township may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Collection Contractor to cure the alleged material failure to the satisfaction of the Township, in the exercise of the reasonable discretion of the Township.

7.2. Surety or Township Cover in the Event of a Material Failure. In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Township shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Township is unable to provide or obtain cover, the effective termination date may be delayed by the Township until the Township completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Township's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Township has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Township income taxes.

7.3. Termination for Change of Control of Collection Contractor. The award of this Collection Agreement is based on the ownership and control of the Collection Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Collection Contractor shall be merged or sold, the Township shall have the right, in its sole discretion, to terminate this Collection

Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Township is able to obtain alternate or substitute service.

ARTICLE VIII- MISCELLANEOUS PROVISIONS

8.1. **Entire Agreement.** This Collection Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

8.2. **Notices.** Unless otherwise stated herein, written notice required to be given under this Collection Agreement shall be sufficient if emailed to the Collection Contractor, attention _____ (name or title) at

_____ (email address) and to the Township, attention **Doug Lefferson, Fiscal Officer** at **dlefferson@williamsburgtownship.org**. A written email notice will be deemed to have been received when the recipient, by an email sent to the email address for the sender stated in this Section 8.2 acknowledges having received that email. An automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section 8.2;

8.3. **Waiver.** No waiver, discharge, or renunciation of any claim or right of the Township or the Collection Contractor arising out of a breach of this Collection Agreement by the Township or the Collection Contractor shall be effective unless in writing signed by the Township and the Collection Contractor.

8.4. **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Clermont County, Ohio.

8.5. **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

8.6. **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the Township, which consent may be withheld for any reason or for no reason.

8.7. **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Township and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the Township and the Collection Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Collection Agreement on the date set forth above.

Board of Trustees of Township of
Williamsburg, Clermont County, Ohio

_____
(Signature)

_____
(Printed Name)

_____
(Title)

The Collection Contractor must indicate whether it is a Corporation, Limited Liability Company, Partnership, Company or Individual. THE INDIVIDUAL SIGNING SHALL, IN HIS OR HER OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, THE SIGNATORY'S OWN NAME, AND THE SIGNATORY'S TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, THE SIGNATORY MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Street Address)

_____
(City/State/Zip)

EXHIBIT A

Defined Terms

Adams-Clermont Solid Waste District, or ACSWD: The Solid Waste District for Clermont and Adams Counties, with its principal offices located at 2403 Old State Route 32, Batavia, OH 45103.

Williamsburg Township, or the Township: the Board of Trustees of Williamsburg Township with its principal offices located at 915 W. Main St., Williamsburg, OH 45176.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Bid Process.

Bid Documents: the documents prepared and furnished by the Township inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of Agreement and any and all attachments and exhibits contained therein.

Bid Form: the exhibit(s) to each of the agreements included in the Bid Documents upon which a Bidder shall submit its bid price for the Collection Services and related services.

Bid Process: the bidding process for the Collection Services and other optional services of the Township.

Bulk Items: any single item of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 95 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture (e.g. chair and matching ottoman counting as one item), mattresses and box springs (counting as one item), other household items, and non-Freon containing appliances, Upholstered items much be wrapped and items that weigh over 75 pounds require resident give prior notification to the collection contractor for pick-up.

Carry-out Collection Services: the collection of Solid Waste and Recyclable Materials from any location other than that defined as Curbside.

Collection Agreement, Collection Services Agreement, or Agreement: agreement for collection of Solid Waste and Recyclable Materials by and between the Collection Contractor and the Township.

Collection Contractor: the individual or entity selected by the Township for the collection of Solid Waste and Recyclable Materials at Residential Units and Residential Unit Equivalents, Township Facilities, and during certain Special Events within the Township.

Collection Routes: the route identified by the Collection Contractor pursuant to Section 4.1 of the Collection Agreement and approved by the Township as per the Implementation Plan.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated at Residential Units, Residential Unit Equivalents, Township Facilities, and during Certain Special Events within the Township.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street, as determined by the Township.

Designated Facilities: the facilities where all Township-generated Solid Waste Materials must be delivered. The Collection Contractor shall only dispose of solid waste materials at a facility designated to receive solid waste by the Adams-Clermont Solid Waste District or the Contractor must have an approved Waiver from the ACSWD to take waste to a non-designated facility.

Designated Sanitary Landfill or Transfer Facility: A Sanitary landfill that has received designation from the Adams-Clermont Solid Waste District in accordance with the 2026 Solid Waste Management Plan and ORC 343.014, 343.015, and 343.01(I)(2).

Disposal Service: the delivery and acceptance of Solid Waste at a Designated Sanitary Landfill or transfer station.

Effective Date: the date of last execution of the Agreement for the Collection Services.

Force Majeure: Any failure or delay in performance under this Agreement due to circumstances beyond a party's reasonable control that could not have been prevented or avoided if such party had exercised reasonable diligence, including, without limitation, Acts of God, war, terrorist acts, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

Governmental Fee: a fee applied to the disposal or processing of Solid Waste or Recyclable Materials levied by the United States Federal Government, State of Ohio, Clermont County, the Adams-Clermont Solid Waste District or other public entity. A Governmental Fee does not include any charge by a private corporation.

Invitation to Bid: the request of the Township to secure the Collection Services.

Materials Recovery Facility, or MRF: A Facility that receives, separates, and prepares Recyclable Materials for marketing to end-user manufacturers and processers and operated in accordance with all Federal, State and Local requirements to recover the maximum amount of Recyclable Material possible. Recyclables may not be deposited as garbage at a landfill or incinerator.

Multi-Family: A residential dwelling consisting of four (4) or more units, unless otherwise defined as a Residential Unit Equivalent by the Township.

Notice of Award: written notification that a Bid has been accepted by the Township for the Collection Contractor to provide the Collection Services.

Optional Services: any services provided by the Collection Contractor at the request of an individual Resident other than basic Collection Services, including but not limited to Optional Carry-Out Collection Services; and additional 95 or 65-gallon collection containers.

Owner: the legal titleholder of record of any Residential Unit or Residential Unit Equivalent within the Township, according the property roll of the Clermont County Auditor or deed filed with the Clermont County Recorder.

Performance Bond: the bond insuring performance of the Collection Services, to be submitted in accordance with section 5.2 of the Collection Agreement. ~~in substantially the same form as that included in the Bid Documents.~~

Recyclable Materials or Recyclables: not less than the following: steel cans, aluminum cans (including empty aerosol containers), plastic bottles, jugs, and polypropylene tubs (all colors and resin types), cartons and aseptic containers, newspapers, magazines and other residential mixed paper, cardboard, glass bottles and glass jars (all colors) and clamshells. Any other materials identified as acceptable by the Recycling Services processor shall also be included.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at the Material Recovery Facility, MRF.

Resident: an adult occupant, Owner or tenant of a Residential Unit.

Residential Unit or Units: all residential dwellings within the corporate limits of the Township occupied by a family unit, and considered by the Township to qualify as a Residential Unit; including but not limited to residences of three (3) units or less, single-family condominiums serviced by cart containers of 95-gal size or less, residential properties governed by a Homeowner's Association, all mobile home communities where homes are serviced by individual containers, including both individually owned and rented spaces.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by approval of the Township.

Eligible Senior Citizen: the residential account holder of at least 65 years of age.

Senior Discount: a monthly discount of at least $2.00 to the Service Charge (Base Price #1) for any Residential Unit occupied by an Eligible Senior. Contractor is responsible for managing verification of age by whatever means collectively agreed upon by the Contractor and Township. Collection Contractor shall be responsible for notifying Residential Units and Residential Unit Equivalents of this discount during roll-out and annual communications with residents.

Service Charges: the fee charged by the Collection Contractor to an Owner or to the Township for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form or pass through charges permitted by this Collection Agreement. No other charges shall be included. A Collection Contractor may not charge multiple Owners for the shared use of the same Curbside Collection Services if each Residential Unit is not provided with a separate collection container.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

Source-Separated Recyclable Materials: Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

Special Events: services provided to Township Facilities listed on Exhibit E, attached to the Collection Agreement and included in the Bid Documents, including but not limited to Township-wide designated Community Clean-up Days or other Special Events identified by the Township.

Successful Bidder: the Bidder the Township concludes has submitted the lowest price and best Bid for the Collection Services, receiving a final Notice of Award.

Surcharge: a fee for an additional service, including Carry-Out Service or Recycling or Solid Waste Container, assessed on a monthly basis, in addition to Base Price #1 or #2, in the amount listed in Exhibit G to all Residential Units or Residential Unit Equivalents that request additional service under this Contract.

Textile or Other Reusable Items: materials, including but not limited to clothing and other household items, frequently donated or collected for reuse by governmental, non-profit or other private entities.

Township Approved Collection Route(s): the route showing the starting and ending points of collection within the Township as approved by the Township and the collection routes that the Collection Contractor shall use to provide the Collection Services.

Township Facilities: Township-owned buildings, parks, and other locations specifically identified on Exhibit E, attached to the Collection Agreements.

Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than a one (1) inch in diameter, and similar material as meets the requirements of the Collection Contractor.

EXHIBIT B

Workers' Compensation Coverage

Please attach a current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to Township on a going-forward basis as Certificates expire and are re-issued for the then-current policy year.

EXHIBIT C

Implementation Plan Forms

Please attach "Certificate of Good Standing" (authorization to do business in the State of Ohio) and Implementation Plan details.

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and _____ _____ [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of Section 3929.02 of the Revised Code are held and firmly bound unto the Township of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2026, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated by Residential Units, and Residential Unit Equivalents Township Facilities, and during Certain Special Events to Designated Facilities and Material Recovery Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2026, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____ (Principal)		_____ (Surety)	
_____ (Principal Secretary)	By:_____	_____ (Surety Secretary)	By:_____
(SEAL)		(SEAL)	
_____ (Witness as to Principal)	_____ (Address)	_____ (Witness as to Surety)	_____ (Attorney-In-Fact)
_____	_____ (Address)	_____ (Address)	_____ (Address)
		_____ (Address)	_____ (Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are:_____.

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

_____
(Corporate Seal

EXHIBIT E

Williamsburg Township Facilities and Special Events

Total Number of Residential Units: 2,200
Number of Residential Units serviced for Waste Collection in 2026: 1,040

Service Required for Township Facilities. The Contractor shall provide the following containers and collections to Williamsburg Township ("Township") at the request of the Township at no additional charge:

Service Department 222 N. 8th Street Williamsburg, OH 45176	One (1)-Four (4) cubic yard container collected weekly .
Emergency Services Building 915 W. Main St., Williamsburg, OH 45176	One (1)-Four (4) cubic yard container collected weekly
Up to One (1) Additional Location	Up to three (3) 95 gal. waste carts and up to three (3) 65-gal. recycling carts (or equivalent size). OR option for one (1) 2-6 yd. waste dumpster, serviced weekly and option for one 7 cubic yard recycling container serviced up to two times per week

The exact number, size and location of the above collection containers may be modified within reason at the request of the Township, with agreement by Contractor.

For all of the above services, the Collection Contractor is responsible for the delivery of the containers, pickup of containers after event, transportation of containers to an approved disposal facility, and the costs associated with disposal of the material within the containers. Unless otherwise indicated in Exhibit E, there shall be no costs for the community for this service and the bid price shall include this service.

In addition, the Collection Contractor will provide up to two (2) open top roll-off containers of up to thirty (30) yards capacity for up to two (2) additional special events or clean-up days per year for no more than two (2) pulls/exchanges as requested by the Township, and collect and dispose the Solid Waste in such additional containers without additional charge.

Additional pulls/exchanges may be requested at the price indicated on Exhibit G. Unless otherwise stated above, or otherwise agreed in writing, no additional fee shall be charged to the Township for these services notwithstanding the frequency of collections that may be required at Township Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.

Additional collection containers and pulls may be requested at the price, if any, indicated on the Bid Form.

EXHIBIT F

Insurance Coverage Requirements
(please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations $2,000,000 products/completed operations annual aggregate $2,000,000 general annual aggregate
Auto Liability Insurance	$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	$1,000,000 bodily injury by accident, each accident $1,000,000 bodily injury by disease, each employee $1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	$1,000,000 per claim $1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. Township shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Contactor in the performance of services hereunder.

EXHIBIT G – BID FORM – PART I(A)

FOR SOLID WASTE COLLECTION AND RECYCLING
Williamsburg Township, Clermont County, Ohio aka (Township)

Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste and Recyclable Materials on a weekly basis

FIVE YEAR TERM					
	Year 1	Year 2	Year 3	Year 4	Year 5
Base Price #1: once per week curbside solid waste collection using (1) 96-gallon wheeled container provided by contractor and **once per week curbside recycling** collection using (1) 65-gallon wheeled container (or equivalent size) provided by contractor. Once per week single bulk item pickup with reasonable limitations.					
Per month Base #1	(A) $ _____	(A) $ _____	(A) $ _____	(A) $ _____	(A) $ _____
Price #2: Surcharge to Base Price #1 to add (1) 96-gallon wheeled solid waste collection container for weekly collection by contractor. Residents are limited to three (3) containers total.					
Price #2	$ _____	$ _____	$ _____	$ _____	$ _____
Price #3: Surcharge to Base Price #1 to add (1) 65 gallon (or equivalent size) wheeled recycling collection container for weekly collection by contractor. Residents are limited to three (3) containers total.					
Price #3	$ _____	$ _____	$ _____	$ _____	$ _____
Price #4: Surcharge to Base Price #1 for Carry-out Collection Service*					
Price #4	$ _____	$ _____	$ _____	$ _____	$ _____

*As stated in Section 4.6 of the Agreement, The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1).

Prospective bidders are requested to insert a price in the appropriate blank spaces above. Prices submitted shall be firm for the term and conditions outlined in the Agreement herewith.

Notice to Bidders:

The Collection Contractor will supply all residents participating in the contract with the Solid Waste and Recycling collection containers requested by the Resident during the roll-out period. Materials set out for curbside collection by each Residential Unit shall predominantly be confined to the containers and shall include collection of one Bulk Items placed outside of the container per week. Bulk Item collection does not routinely include additional household Solid Waste that simply exceeds the capacity of a Resident's selected collection container.

Example of Two-wheeled Containers

Pursuant to Section 4.8 of the Collection Contract, the Collection Contractor shall warrant that any Collection Contractor provided collection container shall be free from defects and engineered to last for not less than ten (10) years.

Pursuant to Section 3.12 of the Collection Contract, a Senior Discount of at least $2.00 will be applied to the annual Per Month Base #1 Charge. The Senior Discount does not apply to Base Price 2, 3, or 4.

All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the designated Sanitary Landfill or Transfer Station, and a Material Recovery Facility.

All prices shall also be inclusive of costs associated with the Collection Contractor billing residents on a quarterly basis.

All prices shall also be inclusive of services provided to Township Facilities (Exhibit E) at no additional charge.

EXHIBIT G – BID FORM – PART I(B)

MANDATORY ALTERNATE BID FOR SOLID WASTE COLLECTION AND RECYCLING
Williamsburg Township, Clermont County, Ohio aka (Township)

Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste on a weekly basis and Recyclable Materials twice per month

FIVE YEAR TERM					
	Year 1	Year 2	Year 3	Year 4	Year 5
Base Price #1: once per week curbside solid waste collection using (1) 96-gallon wheeled container provided by contractor and **twice per month curbside recycling** collection using (1) 65-gallon wheeled container (or equivalent size) provided by contractor. Once per week single bulk item pickup with reasonable limitations.					
Per month Base #1	(A) $ _____	(A) $ _____	(A) $ _____	(A) $ _____	(A) $ _____
Price #2: Surcharge to Base Price #1 to add (1) 96-gallon wheeled solid waste collection container for weekly collection by contractor Residents are limited to three (3) containers total.					
Price #2	$ _____	$ _____	$ _____	$ _____	$ _____
Price #3: Surcharge to Base Price #1 to add (1) 65 gallon (or equivalent size) wheeled recycling collection container for twice per month collection by contractor. Residents are limited to three (3) containers total.					
Price #3	$ _____	$ _____	$ _____	$ _____	$ _____
Price #4: Surcharge to Base Price #1 for Carry-out Collection Service*					
Price #4	$ _____	$ _____	$ _____	$ _____	$ _____

*As stated in Section 4.6 of the Agreement, The Collection Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1).

Prospective bidders are requested to insert a price in the appropriate blank spaces above. Prices submitted shall be firm for the term and conditions outlined in the Agreement herewith.

Notice to Bidders:

The Collection Contractor will supply all residents participating in the contract with the Solid Waste and Recycling collection containers requested by the Resident during the roll-out period. Materials set out for curbside collection by each Residential Unit shall predominantly be confined to the containers and shall include collection of one Bulk Items placed outside of the container per week. Bulk Item collection does not routinely include additional household Solid Waste that simply exceeds the capacity of a Resident's selected collection container.

Example of Two-wheeled Containers

Pursuant to Section 4.8 of the Collection Contract, the Collection Contractor shall warrant that any Collection Contractor provided collection container shall be free from defects and engineered to last for not less than ten (10) years.

Pursuant to Section 3.12 of the Collection Contract, a Senior Discount of at least $2.00 will be applied to the annual Per Month Base #1 Charge. The Senior Discount does not apply to Base Price 2, 3, or 4.

All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the designated Sanitary Landfill or Transfer Station, and a Material Recovery Facility.

All prices shall also be inclusive of costs associated with the Collection Contractor billing residents on a quarterly basis.

All prices shall also be inclusive of services provided to Township Facilities (Exhibit E) at no additional charge.

EXHIBIT G – BID FORMS – PART I (C) OPTIONAL

Alternative Bid (optional)

Additional alternative proposals may be submitted if they are in addition to the requested proposals and include curbside recycling services. Detailed information must be provided to allow comparison to requested bid.

Alternative Bid attached	YES	NO
CHECK ONE		

EXHIBIT G – BID FORMS – PART II

ADDITIONAL MANDATORY COLLECTION SERVICES

(Contractors are advised that they **shall** provide a bid price for the below additional services)

Recyclable Materials Collection for Additional Government Facilities and Special Events or Commercial Entities	**Pulls/Collections Per Week***					
Container Size	**1**	**2**	**3**	**4**	**5**	**6**
Cart/tote up to ½ cubic Yard or ≈ 95 gallon	**$**	**$**	**$**	**$**	**$**	**$**
6-8 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
30-cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
40-cubic yards	**$**	**$**	**$**	**$**	**$**	**$**

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and/or processing. There shall be no rental fee or any charge for provision of the container or compactor.

Solid Waste Collection for Township Facilities or Additional Special Events	**Pulls/Collections Per Week***					
Container Size	**1**	**2**	**3**	**4**	**5**	**6**
Cart/tote up to ½ cubic Yard or ≈ 95 gallon	**$**	**$**	**$**	**$**	**$**	**$**
2 to 3 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
4 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
6 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
8 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
10 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
30-cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
40-cubic yards	**$**	**$**	**$**	**$**	**$**	**$**

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and/or processing. There shall be no rental fee or any charge for provision of the container or compactor

Solid Waste Collection for Commercial Entities	**Pulls/Collections Per Week***					
Container Size	**1**	**2**	**3**	**4**	**5**	**6**
Cart/tote up to ½ cubic Yard or ≈ 95 gallon	**$**	**$**	**$**	**$**	**$**	**$**
2 to 3 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
4 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
6 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
8 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
10 cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
30-cubic yards	**$**	**$**	**$**	**$**	**$**	**$**
40-cubic yards	**$**	**$**	**$**	**$**	**$**	**$**

Note: All bids shall be submitted in dollar amounts and include any and all costs of disposal and/or processing. There shall be no rental fee or any charge for provision of the container or compactor

EXHIBIT H

DOCUMENTATION OF AVAILABLE RESOURCES TO FULFILL AGREEMENT

Please attach documentation of 1.) a schedule for equipment retirement and new equipment utilization, 2.) the # of available reserve truck units onsite and at other locations, 3.) sufficient number of drivers/employees to fulfill collection routes, 4.) number of collection containers and other equipment to perform collection services