

Exhibit A: SWORRE Pricing Sheet**Required Services: Curbside Solid Waste & Recycling Collection**

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Bellbrook (2684 RU) Brookville (2,323 RU) Miamisburg (7,047 RU)	Year 1-3 = \$ <u>14.76</u> *	Year 1-5 = \$ <u>16.39</u> *
[Total RU = (12,054)]	Ext. Year 1 = \$ <u>15.72</u> *	
	Ext. Year 2 = \$ <u>16.74</u> *	

* No Fees on Recyclable Materials

Per RU per month surcharge for Recyclables Collection Service with a 64 gallon rolling cart	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Bellbrook (2684 RU) Brookville (2,323 RU) Miamisburg (7,047 RU)	Year 1-3 = \$ <u>4.25</u>	Year 1-5 = \$ <u>4.72</u>
[Total RU = (12,054)]	Ext. Year 1 = \$ <u>4.25</u>	
	Ext. Year 2 = \$ <u>4.25</u>	

The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Montgomery County Solid Waste Management District (Brookville, Miamisburg, West Carrollton) is \$0.25; and for the Greene Solid Waste Management District (Bellbrook) is \$0.83

Provision of an open top roll-off container of up to forty (40) yards capacity for a single event (over and above the roll-off containers provided per the agreement) (2)	Year 1-3 = \$ <u>450.00</u> Ext. Year 1 = \$ <u>479.25</u> Ext. Year 2 = \$ <u>510.40</u>	Year 1-5 = \$ <u>500.00</u>
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement) (2)	Year 1-3 = \$ <u>450.00</u> Ext. Year 1 = \$ <u>479.25</u> Ext. Year 2 = \$ <u>510.40</u>	Year 1-5 = \$ <u>500.00</u>
Per pull charge for each additional pull of a dumpster of up to eight (8) yards capacity (over and above the specified number of pulls provided per the agreement)	Year 1-3 = \$ <u>84.59</u> Ext. Year 1 = \$ <u>90.09</u> Ext. Year 2 = \$ <u>95.95</u>	Year 1-5 = \$ <u>93.93</u>

(2) The communities recognize that there may be instances where a thirty (30) cubic yard roll-off container is more appropriate for a single event than a forty (40) cubic yard container. The communities will contact the selected hauler in the event they believe a smaller roll-off container is appropriate.

**SOUTHWEST OHIO REGIONAL REFUSE CONSORTIUM
CITIES OF BELLBROOK, BROOKVILLE & MIAMISBURG
ALTERNATE BID FORM – ATTACHMENT #1**

SWORRE Alternate Bid				
Unlimited Solid Waste Collection Service *				
Year 1	Year 2	Year 3	Year 4	Year 5
\$12.73	\$13.55	\$14.43	\$15.37	\$16.37
Weekly Recycling Collection Service				
Year 1	Year 2	Year 3	Year 4	Year 5
\$3.66	\$3.90	\$4.15	\$4.42	\$4.71
Per RU per month for individual residential unit rent (95-gal, 65-gal, 32-gal)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
Per RU per month surcharge for residential billing services				
Year 1	Year 2	Year 3	Year 4	Year 5
\$2.65	\$2.82	\$3.00	\$3.20	\$3.40
Per unit charge for provision of cardboard trash receptacles				
Year 1	Year 2	Year 3	Year 4	Year 5
\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Per appliance surcharge for CFC removal				
Year 1	Year 2	Year 3	Year 4	Year 5
\$152.50	\$162.41	\$172.97	\$184.21	\$196.18
Provision of an open top roll-off up to 40YDs for a single event (above the containers provided per agreement)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$388.00	\$413.22	\$440.08	\$468.69	\$499.15
Per pull charge for each additional pull up to 40YDs (above the specified pulled per agreement)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$388.00	\$413.22	\$440.08	\$468.69	\$499.15
Per pull charge for additional pull of a dumpster up to 8YDs (above agreement amount)				
Year 1	Year 2	Year 3	Year 4	Year 5
\$72.92	\$77.66	\$82.71	\$88.09	\$93.82

* See Clarifications Page

6.2 Deductions from Contractor's Invoice for Non-performance.

- A. If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty- four (24) hours, the City/Village may withhold payment as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length).
- B. In the event the City/Village performs cleanup services pursuant to Section 4.7, the City/Village may withhold payment of one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City/Village. The remedies available pursuant to this section are in addition to any other remedies available to the City/Village pursuant to this Collection Agreement, and the City/Village's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City/Village of the right to exercise any remedy in response to subsequent failures to perform.

Rumpke notes its exception to this provision. While Rumpke prides itself of providing the highest levels of service in the industry, given the effects of the pandemic and workforces issues, Rumpke is no longer agreeable to defined service penalties. We are confident that mutually agreeable language can be negotiated to resolve this issue and Rumpke's submission is conditioned upon such mutually agreeable resolution.

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.2 **Surety or City/Village Cover in the Event of a Material Failure.** In the event of termination, the Contractor shall be liable to the City/Village for the additional costs incurred by the City/Village to cover the performance of the Contractor's obligations of this Agreement. Such cover costs should include the cost to advertise and rebid the contract. The 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 City/Village 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 City/Village is unable to provide or obtain cover, the effective termination date may be delayed by the City/Village until the City/Village completes the process of obtaining a substitute service provider of the Collection Services. In such event, the 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 City/Village'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 City/Village has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Village income taxes.

Rumpke notes its exception to this provision on the grounds that it is too restrictive, 20 complaints per month is low for a

Rumpke Waste & Recycling

Rumpke notes its exception to this provision on the grounds that it is overly excessive. We are confident that mutually agreeable language can be negotiated to resolve this issue, and Rumpke's submission is conditioned upon such mutually agreeable resolution.



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