



INVITATION TO BID

Residential Solid Waste Collection, Disposal and Recycling Services

ISSUED BY

Village of Newburgh Heights

Monday, July 20, 2020

MANDATORY PRE-BID MEETING

Wednesday, August 5, 2020

10:00 a.m.

Newburgh Heights Village Hall

3801 Harvard Avenue, Newburgh Heights, OH 44105

BID OPENING

Wednesday, August 19, 2020

10:00 a.m.

Newburgh Heights Village Hall

3801 Harvard Avenue, Newburgh Heights, OH 44105

TABLE OF CONTENTS

LEGAL NOTICE..... 3

INSTRUCTIONS TO BIDDERS 4

I. Intent and Purpose..... 4

II. Scope of Services 5

III. Bid Submission Requirements 9

IV. Bid Evaluation, Recommendation and Award..... 100

V. Bid Contact 12

FORM OF CONTRACT:

Residential Solid Waste Collection, Disposal and Recycling Services 13

EXHIBIT A: Definitions..... 23

EXHIBIT B: Current Workers’ Compensation Certificate 28

EXHIBIT C: Corporation Affidavit..... 29

EXHIBIT D: Performance Bond 30

BID FORMS

BID FORM 1 - Bidder Identification and References 32

BID FORM 2 - Facility Information..... 33

BID FORM 3 - Bidder’s Representations and Warranties 34

BID FORM 4 - Non-Collusion Affidavit..... 35

BID FORM 5 - Personal Property Tax Affidavit..... 36

BID FORM 6 - Taxpayer Identification W-9 Form 37

BID FORM 7 - Day of the Week and Identification of Additional Recyclable Materials 38

BID FORM 8 – Price Sheet: Collection, Disposal and Recycling Services..... 39

BID FORM 9 - Price Sheet: Pricing for Additional Carts and Container Services 40

BID BOND

LEGAL NOTICE

The Village of Newburgh Heights is inviting bid proposals for Residential Waste Collection and Recycling Services within the Village of Newburgh Heights, Ohio. Bid Documents can be obtained from the Service Director located at Newburgh Heights Service Department, 4105 Harvard Avenue (Rear), Newburgh Heights, OH 44105 (call 216-641-2714 for access instructions) or on the Village of Newburgh Heights website at www.newburgh-oh.gov.

A mandatory pre-bid meeting will be held on Wednesday, August 5, 2020 at 10:00 a.m. at Newburgh Heights Village Hall, 3801 Harvard Avenue, Newburgh Heights, OH 44105.

Bids will be received at Newburgh Heights Village Hall, 3801 Harvard Avenue, Newburgh Heights, OH 44105 until 10:00 a.m. on Wednesday, August 19, 2020 and will be opened publicly and read aloud at that time. Bidders must submit one (1) original, two (2) duplicate copies, and one (1) electronic copy of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID." Bids will be valid for 180 days after the Bid opening date.

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bond payable to the Village of Newburgh Heights in the amount of ten percent (10%) of the first year Bid price (collection only) as security that, if the Bid is accepted, a Contract will be entered into with the Village of Newburgh Heights in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

The Bid Bond will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are rejected. The Village of Newburgh Heights reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

Plain Dealer: July 20, 2020 & July 27, 2020

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A. The Village of Newburgh Heights (Village) is issuing this Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services. The purpose of requesting bids is to contract with one hauler who will provide weekly curbside collection of Solid Waste and Recyclables for all Residential Units and to provide Recycling Processing Services and Solid Waste disposal services in the Village.
- B. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services** and to fulfill all terms and conditions of the **Form of Contract** in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations.
- C. After receiving the Bids, the Village will review all Bids and recommend a Successful Bidder to the Village council for a contract award. Upon approval by Village council, the Village will execute a Contract with the Successful Bidder, substantially in the form of the **Form of Contract**. The Village reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. In the event that all Bids are rejected, the Village may proceed with another bid process to obtain residential waste collection, disposal and recycling services.
- D. No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to Joseph Milano, Service Director, at jmilano@newburgh-oh.gov and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be available for inspection at the Village Hall.
- E. The capitalized terms used in these Bid Documents are defined in **Exhibit A: Definitions**.
- F. The term of the Contract will be for five (5) years. The commencement date of the Contract will be January 1, 2021 and will terminate on December 31, 2025.
- G. The total estimated annual tonnage of Solid Waste and Recyclables to be collected, and which is the subject of this Invitation to Bid, is approximately 1,053 tons per year from 885 Residential Units. This information is provided for the Bidder's convenience only. The actual number of Residential Units and annual tonnage may vary over time. The Village does not guarantee the accuracy of this data.

Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials

Type of Waste	Annual Tonnage
Solid Waste	890
Recycling	163
Yard Waste	N/A

II. SCOPE OF SERVICES

A. Curbside Collection of Solid Waste and Recyclables:

Service and Service Area. The Contractor will provide weekly Curbside collection of Solid Waste and Recyclables from each Residential Unit within the corporate limits of the Village of Newburgh Heights. The total estimated number of Residential Units to receive curbside collection is 885. All collection is to be made at the Curb.

Collection Option. The Village will consider pricing for the Automated curbside collection of Solid Waste and Recyclables using carts.

The Contractor will provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor will provide all labor, vehicles and supply each Residential Unit with one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. Residents will not be allowed any other cart size options. Each recycle cart must have a large label / sticker on the lid which identifies the types of Recyclables that residents should put into the cart. A copy of this sticker must be included in the Contractor's proposal. The Village reserves the right to mandate changes to the sticker.

The Contractor will supply an additional 96-Gallon Wheeled Cart for Solid Waste and 64-gallon wheeled cart for Mixed Recyclables to any resident that requests one. Residents will be instructed to contact the Village to request the additional cart and the Village will contact the Contractor to make the arrangements for delivery. The Contractor will charge the Village for the cart(s) at the pricing indicated on Bid Form 9.

All carts must be either new or in good repair and condition and clean and subject to the Bidder's Representations and Warranties in Bid Form 3. The Contractor will be responsible to repair or replace any broken carts in a timely manner. The Contractor will also be responsible to replace up to 25 lost or stolen carts at its expense per year, and any additional carts will be replaced at the expense of the Village at the pricing indicated on Bid Form 9. The Contractor will distribute the carts to each Residential Unit with advance approval by the Village and notification to residents as to the distribution date.

The Contractor shall collect all Solid Waste from each Residential Unit's 96-gallon collection container for Solid Waste. The Collection Contractor is not required to collect any Solid Waste or Excess Bagged Waste that is not placed in the collection container, except as provided herein.

Collection Equipment and Safety. The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste and Recyclables. All vehicles must always be kept in good repair and appearance and in a clean and sanitary condition. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto Village streets. Collection vehicles are required to be equipped with all federal and state mandated safety devices. Vehicles shall also be equipped with front and rear mounted strobe lights, rear view camera system for increased backing visibility, high visibility conspicuous tape, Class ABC 20 lb. fire extinguisher, first aid kit, three red/orange safety triangles, a daily vehicle inspection report and an incident reporting kit with instructions.

Drivers must wear uniforms including high-visibility shirt, vest or jacket. The employee must be trained in OSHA, DOT and company safety and work rules/policies documented in the driver's file and available for the inspection by the Village.

Collection Frequency and Hours. Solid Waste and Recyclable Collection will be provided on a weekly basis to each Residential Unit. Collection must take place between 7:00 a.m. and 5:00 p.m. and the Contractor must adhere to all of the Village's noise ordinances. If for any reason the Contractor is not able to collect on the scheduled day, the Contractor will notify the Village of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the Village will, at its discretion, cause Solid Waste and Recyclables to be collected by any means that is available. Full cost of such collection will be paid by the Contractor and not be charged to the Village. Example: If there are four collection weeks in a month and the Contractor is required to pay for the cost of collection as set forth above, the Contractor shall only invoice the Village for three-fourths (3/4) of the monthly invoice total.

Collection Routes and Collection Day(s). The Village may require collection of all Solid Waste and Recyclables take place on the same day. The Contractor shall maintain the Village's current collection day which is Monday. Any alternate collections days proposed must be specified in the Contractor's bid and are subject to approval by the Village. The Contractor may develop its own collection routes and schedule, subject to approval by the Village. Upon the Village's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units.

Holidays. The following will be holidays for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

Bulky Wastes. The Contractor is responsible for collecting all Bulky Wastes. Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in a residential container or 96-Gallon Wheeled Cart. Items may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses and other household items and appliances. Bulky Wastes shall be collected weekly.

Excess Bagged Waste and Contaminated Recyclable Materials. The Contractor will be asked to notify the Village in the event any resident habitually sets out Excess Bagged Waste or contaminated Recyclable Materials and contacting the resident by tagging the Solid Waste or Recycling Cart explaining the reasons for not collecting the waste.

Appliances and Freon Containing Appliances. The Contractor shall collect and recycle all metal Appliances (white goods) and shall provide the proper removal of any refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation, upon request, to verify the proper removal of refrigerant. The Village will work with the Contractor to develop a procedure for collecting Freon-Containing Appliances such as refrigerators, freezers, air conditioners and dehumidifiers.

Yard Waste. The Contractor shall collect and dispose any yard waste set out at the curb that has been cut, bundled, or bagged. The Contractor is not required to collect yard waste set out that is more than four (4) feet in length and weighs more than fifty (50) pounds.

Construction and Demolition Debris. The Contractor is not required to remove Construction Debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is limited, the Contractor is responsible to collect said materials on the regularly scheduled collection day. The Contractor will be asked to notify the Village in the event any resident habitually sets out construction and demolition debris. The Village will then contact the resident and require the resident to rent a container.

B. Solid Waste Transfer and Disposal Services:

The Contractor is responsible for delivering all solid waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal. The Contractor must identify the Solid Waste Transfer Station and the Solid Waste Landfill that will be used in the performance of this contract. The Contractor shall

pay all charges, costs, fees and expenses incurred for the disposal or transfer of the Solid Waste collected by the Collection Contractor.

C. Recycling Services:

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. The Contractor may add additional materials to the recycling list, including additional plastic items. Any additional materials should be identified in the Contractor’s proposal. The Contractor shall pay all charges, costs, fees and expenses incurred for the processing of the Recyclable Materials collected by the Collection Contractor.

D. Container Services:

The Contractor must provide containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at no cost to the Village. The following table shows the current location of containers, container size, and the collection frequency. These containers must be emptied weekly, at a minimum and within twenty-four (24) hours following a request from the Village Service Director for an additional collection. The Village reserves the right to modify container size, location and/or collection frequency at any time during the contract at no additional charge. The Village may allow relocation of these containers for special events. The Contractor shall have the availability to supply the Village with additional collection of cubic yard containers upon request at the pricing in indicated on Bid Form 9.

Table 2: Current Container Services and Special Events

Location	Solid Waste	Recycle	Frequency
Village Hall, 3801 Harvard Ave.	4 Yard	N/A	Weekly

E. Customer Education:

The Village will be responsible for providing recycling information to its residents. The Contractor will be responsible for providing Solid Waste collection information to residents as follows:

The Contractor, at the Contractor’s sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the Village-approved requirements for Solid Waste Collection. Information to be included in the brochure shall include: the Contractor’s local phone number; cart set out guidelines; the day and estimated time of collection

(a.m. to p.m.); a description of the Solid Wastes appropriate for collection; procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste; complaints; holiday schedule; and any other information that explains how the Solid Waste collection will be provided. The Contractor shall provide the Village an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure with the Bid and to the Service Director for approval, no later than November 1, 2020 and shall mail the brochure following approval to each Residential Unit no later than December 1, 2020, and during the month of December each year there-after.

F. Customer Service and Notification:

The Contractor will provide a customer service phone number (on Bid Form 3) and email address to receive and respond to questions or complaints. The customer service phone and email must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within twenty-four (24) hours after the complaint is received.

G. Record Keeping:

Solid Waste, Recycling Tonnages. The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclables collected for the preceding month. The report must be submitted along with the monthly invoice to the Village within ten (10) days of the preceding month.

Complaint Log. The Contractor must submit a monthly complaint log that includes the name, address, phone number, date, time and description of each complaint received and its resolution. The report must be submitted to the Service Director within ten (10) days of the preceding month. The Village maintains the right to request a copy of the complaint log at any time.

H. Billing and Fuel Adjustments:

Invoices. The Contractor will invoice the Village for services rendered within ten (10) days following the end of the month. The invoice must be sent to the Village Hall to the attention of the Fiscal Officer.

Fuel Price Adjustment. No Fuel Price Adjustment or surcharges may be applied.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline

Bids will be received at Newburgh Heights Village Hall, 3801 Harvard Avenue, Newburgh Heights, OH 44105 until 10:00 a.m. on Wednesday, August 19, 2020 and will be opened publicly and read aloud at that time. Bidders must submit one (1) original, two (2) duplicate copies, and one (1) electronic copy of its Bid in one sealed envelope clearly marked “RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID.” Bids will be valid for 180 days after the Bid opening date.

B. Bid Bond

Each Bid should be accompanied by separate Bid Bond payable to the Village of Newburgh Heights in the amount of ten percent (10%) of the first year Bid price (collection only) as security that, if the Bid is accepted, a Contract will be entered into with the Village of Newburgh Heights in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

Should any Bid be accepted, the Bid Bond will be returned to the Successful Bidder upon proper execution of the Contract. Bid Bonds will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are, rejected.

C. Bid Contents

Each Bid, to be considered responsive, must contain the following:

Cover Page: Include the name and address of the company submitting the bid, the company contact name and contact information.

Bid Form 1: Statement of Qualifications

Bid Form 2: Facility Information

Bid Form 3: Bidder’s Representations and Warranties

Bid Form 4: Non-Collusion Affidavit

Bid Form 5: Personal Property Tax Affidavit

Bid Form 6: Taxpayer Identification - W-9 Form

Bid Form 7: Day of the Week and Additional Recyclable Materials

Bid Form 8: Price Sheet: pricing for Collection, Disposal and Recycling Services

Bid Form 9: Price Sheet: Pricing for Additional Carts and Container Services

Bid Bond

D. All blank spaces on the Bid Forms must be completed in ink or typewritten, and the required documentation must be fully completed, executed and attached to the Bid when submitted. All names must be typed or printed below the signatures.

E. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the Village offices at any time prior to the Bid opening.

IV. BID EVALUATION, RECOMMENDATION AND AWARD

A. Bidder and Bid Evaluation

The Village will evaluate all responsive Bids to determine which Bid represents the lowest and best Bid. The factors to be considered when determining the lowest and best Bid include the sum of the effect of the prices bid for Residential Solid Waste Collection, Disposal and Recycling Services over the five (5) year term for each collection option; and the experience and qualifications of the Bidder.

The Village may conduct any investigation the Village deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and 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 Residential Solid Waste, Disposal and Recycling Services. As part of this investigation, the Village may tour any solid waste and recycling facilities proposed to be used in the performance of the contract.

The Village reserves the right to request additional information with respect to the qualifications of the Bidders which must be provided to the Village in writing within five (5) days of any such request. The Village reserves the right to reject any Bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the Village, in its sole discretion, that such Bidder is reliable or otherwise properly qualified to perform the obligations of the Contract.

The Successful Bidder will be required to enter into a Contract with the Village of Newburgh Heights in accordance with the terms and conditions of the **Form of Contract**. The Successful Bidder is also required to return an acknowledged copy of the Notice of Award and to execute the Residential Solid Waste, Disposal and Recycling Services Agreement within ten (10) calendar days from the date of the Notice of Award.

B. Village Rights

The Village of Newburgh Heights reserves the right to reject any and all Bids; reject any part or parts of any Bid; waive any informalities or irregularities in the Bid; and reject any Bid not prepared and submitted in accordance with these Instructions to Bidders.

C. Performance Bond and Notice to Proceed

The Successful Bidder will be required to furnish a Performance Bond as security for the performance of the contract. Within ten (10) days after receipt of notice of award, the Successful Bidder shall submit a Performance Bond, signed by a surety company authorized to do business in the State of Ohio as approved by the Law Director of the Village of Newburgh Heights, in the amount of 100% of the first-year contract price. Such Performance Bond shall cover performance of the contract for the term thereof.

V. BID CONTACT

Questions regarding this Invitation to Bid should be made electronically to Joseph Milano, Service Director at jmilano@newburgh-oh.gov no later than August 12, 2020.

FORM OF CONTRACT:

Residential Solid Waste Collection, Disposal and Recycling Services

THIS AGREEMENT (the “Agreement”) for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between the Village of Newburgh Heights, a Village in the County of Cuyahoga, State of Ohio (the “Village”) with its offices located at 3801 Harvard Avenue, Newburgh Heights, OH 44105 and [INSERT CONTRACTOR NAME] (the “Contractor”), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address).

WITNESSETH

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the Village may enter into written contracts with independent contractors for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, the Village, pursuant to a Motion adopted on, [INSERT DATE], which authorized the Village of Newburgh Heights to obtain bids for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on Monday, July 20, 2020 and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal and Recycling Services on Wednesday, August 19, 2020, the Bid of the Contractor has been determined to be lowest and best;

WHEREAS, the Village and the Contractor have agreed on terms and conditions for the Residential Solid Waste Collection, Disposal and Recycling 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 and incorporated by reference; and

WHEREAS, the Village has considered the Bid; and the Council of the Village, pursuant to [INSERT ORDINANCE/RESOLUTION NO.] which approved the Contract and authorized the [INSERT TITLE] to execute the Contract by and on behalf of the Village, and the Village has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the Village and the Contractor agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein are defined in Exhibit A: Definitions

ARTICLE II - TERM

This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection, Disposal and Recycling Services is January 1, 2021 and the term of this Agreement shall terminate on December 31, 2025

ARTICLE III – STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the Village’s Invitation to Bid and the Contractor’s Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, disposal and processing facilities with scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

NOTE: SCOPE OF SERVICES TO BE INSERTED, AS DESCRIBED IN THE ITB.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

1. Price for Residential Solid Waste Collection, Disposal and Recycling Services

During the term, the Village agrees to pay the Contractor for the Services in the following amounts: the per household per month price for Residential Solid Waste Collection, Disposal and Recycling Services as set forth in BID FORM 8, which includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station, Recycling and Yard Waste Processing and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio; and for Services identified on BID FORM 9. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of August 19, 2020. Should any Governmental Fees increase or decrease during the term of the Contract, the Contractor may add or shall subtract the amount of the increase to the per ton disposal cost charged to the Village based upon the following formula:

Permissible Pass-Through Charges. Any and all Governmental Fee increases incurred for disposal of Solid Waste at the Solid Waste Landfill, Solid Waste Disposal Facility, Solid Waste Transfer Facility may be passed on by the Contractor. Any and all Governmental Fee decreases shall be passed on by the 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, County, Township, Municipality or Solid Waste District. The Contractor shall give the City and Residents as much notice as is practicable before adjusting for Governmental Fee modifications. In the event an adjustment is necessary, the 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

Note that the Cuyahoga County Solid Waste District's generation fee will increase from \$1.50 to \$2.00 on January 1, 2023 and such increase may be passed-through pursuant to the formula ($\$0.50/12 = \0.04 per month increase to the per household per month price).

Deductions from Contractor's Invoice for Non-performance. If the Contractor misses or fails to make a collection, except as provided in Paragraph 6, on the regularly scheduled day from any Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the Village may withhold from payment the lesser of Twenty-Five Dollars (\$25.00) per Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the Village performs cleanup services, the Village may withhold from payment one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the Village. If the Collection Contractor commingles Source Separated Recyclable Materials with Solid Waste for Disposal, the Village may withhold from payment in the amount of one hundred dollars (\$100.00) per Unit. In the event the Village is charged by the MRF or Compost Facility designated for contaminated loads or excessive residuals, the Village may withhold from payment the amount of the charge.

The remedies available pursuant to this section are in addition to any other remedies available to the Village pursuant to this Agreement, and the Village's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Village of the right to exercise any remedy in response to subsequent failures to perform.

2. Record Keeping – Daily, Monthly, and Annual Report

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

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the Village of Newburgh Heights. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days of the end of the reporting year and include a month by month collection accounting of the tonnage of Solid Waste collected and disposed and a month by month accounting of all Recyclable Materials collected and recycled.

3. Billing Service and Payment

The Contractor will invoice the Village of Newburgh Heights for services rendered within ten (10) days following the end of the month. The invoice will be sent to Village Hall at the attention of the Village Fiscal Officer.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment to the monthly invoice.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the Village in all respects, or such other security acceptable to the Village. The Performance Bond will be issued annually for each contract year during the term of the contract. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the Village, and Contractor will furnish the Village certificates of insurance or other evidence satisfactory to the Village evidencing the required insurance has been procured and is in force. Contractor will upon written request from Village provide Village with original copies of the policies and all endorsements to any such policies.

The Village and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self- insurance, or self-funding arrangement maintained by Village which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Insurance Coverage 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. Village 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 Contractor in the performance of services hereunder.

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

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the Village, its members of council, employees, agents, officers and consultants (each an “Indemnatee”) 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 costs and expenses incident thereto which any Indemnatee may 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 Contractor’s negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the Village, its members of council, employees, agents, officers and consultants (each an “Indemnatee”) 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 Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the 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 will 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. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

3. Indemnity Not Limited

In any and all claims against the Village, its employees, agents, officers and consultants, by any employee of the 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 Contractor under workers’ compensation acts, disability benefit acts, or other

employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Village.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

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

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City may terminate the Agreement in the following manner: The Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the Village 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 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 Village may terminate this Agreement. Any such termination shall not take effect until the Village is able to secure alternate or substitute performance. The Village may commence the process to obtain an alternate or substitute service provider for the Residential Solid Waste Collection, Disposal and Recycling Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the Village, in the exercise of the reasonable discretion of the Village.

3. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the 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 Village is unable to provide or obtain cover, the effective termination date may be delayed by the Village until the Village completes the process of obtaining a substitute service provider of the Residential Solid Waste Collection, Disposal and Recycling Services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the 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 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 Village income taxes.

4. Termination for Change of Control of Collection Contractor.

The award of this Agreement is based on the ownership and control of the 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 Agreement, the Contractor shall be merged or sold, the Village shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the Village is able to obtain alternate or substitute service.

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the Village of Newburgh Heights, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

(INSERT CONTACT NAMES, ADDRESSES HERE)

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the Village or the Contractor arising out of a breach or alleged breach of this Agreement by the Village or the Contractor will be effective unless in writing signed by the Village and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may “opt in” at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this 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.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor’s rights or obligations hereunder without the express written consent of the Village, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the Village and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Village and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the Village and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

Village of Newburgh Heights

Name

Title

Signature

Date

Approved by Village Law Director

[CONTRACTOR NAME]

Name

Title

Signature

Date

EXHIBIT A: Definitions

“Agreement” means the Contract for Residential Solid Waste Collection, Disposal and Recycling Services.

“Appliances” means all white goods.

“Bid” means a price submitted to the Village in response to the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services as described in the Bid Documents.

“Bid Bond” means a bond or any other instrument acceptable by the Village and in accordance with any local ordinance ensuring the Village that the Successful Bidder will execute the Agreement substantially in the form provided in the Bid Documents.

“Bidder” means a person, partnership, joint venture, corporation or limited liability company submitting a Bid to the Village in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal and Recycling Services.

“Bid Documents” means the documents prepared and furnished by the Village. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract and all attachments and exhibits thereto.

“Bid Form(s)” means the forms provided by the Village in the Bid Documents on which all Bids must be submitted.

“Bulky Waste” means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential container or 96 Gallon Wheeled Cart, (i.e. stoves, water tanks, washing machines, furniture, mattresses and other household items and appliances that are not Freon-containing). Bulky Waste does not include Excess Bagged Waste.

“Collection Contractor” means the individual or entity selected by a City/Village for the collection of Solid Waste, Recyclable Materials and/or yard waste from Residential Units, municipal facilities and during special events within the City/Village.

“Collection Vehicles” mean those vehicles used by the Contractor to collect Solid Waste and Recyclables at the Curb.

“Commencement Date” means the first day of the first week during which the Residential Solid Waste Collection, Disposal and Recycling Services will commence.

“Compost” as defined in OAC 3745-560-02(C)(1-4)

“Composting” means the biological decomposition of yard waste and other organic wastes under controlled conditions resulting in compost. Controlled conditions include but are not limited to grinding, shredding, chipping, mixing feedstocks, bulking agents and additives, piling, physical turning, aerating, adding moisture, performing procedures to achieve human pathogen reduction, or other processing of solid wastes.

“Compost Facility” means the classes of facilities regulated by the Ohio EPA as defined in OAC 3745-560-02(C)(1-4)

“Construction Debris” means waste building materials resulting from construction, remodeling, repair or demolition operations.

“Container Services” means the provision by the Contractor of rear or front load, roll-off containers and carts for the collection of Solid Waste and Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

“Contamination” means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste or any Non-Recyclable Materials that are commingled with Recyclable Materials or Yard Waste and hinder or prevent the processing of the Recyclable Materials or Yard Waste by the Contractor at the MRF or Compost Facility.

“Contaminated Loads” means loads of materials delivered to the MRF or Compost Facility that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

“Contract or Form of Contract” means the agreement for Residential Solid Waste Collection, Disposal and Recycling Services entered by and between the Successful Bidder and the Village of Newburgh Heights.

“Contract Documents” include the Request for Proposals, Instructions to Bidders, Contractor’s Bid and supporting documents, General Specifications, the Contract Performance Bond or any addenda or changes to the foregoing documents agreed to by the Village and the Contractor.

“Contractor” means the person, corporation, partnership, or limited liability company performing Residential Solid Waste Collection, Disposal and Recycling Services under contract with the Village of Newburgh Heights.

“County of Cuyahoga” refers to the geographic region of the Cuyahoga County Solid Waste District which includes a small portion of the Village of Hunting Valley that is located within Geauga County.

“Curbside” “Curb” means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. Containers will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Dead Animals” mean animals or portions thereof equal to or greater than 50 lbs. in weight that have expired from any natural cause regulated by law, except those slaughtered or killed for human use.

“Disposal Site” means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead

Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

“Excess Bagged Waste” is Solid Waste, Refuse, or Garbage that is placed outside of the 96-gallon collection container for Solid Waste.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide the lawful removal of all refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation, upon request, to verify the proper removal of refrigerant. Refrigerants/Freon must be recovered prior to acceptance for disposal. Compliance and removal of Freon is responsibility of Contractor.

“Fuel Price Adjustment” means an increase or decrease proposed by the Successful Bidder in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

“Garbage” means any and all dead animals less than 50 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruit, grains or other animal or vegetable matter (including, but not by way of imitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Rubbish or Stable Matter.

“Governmental Fees” means a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, County, Municipality, Township or Solid Waste Management District or other public entity. A Governmental Fee does not include any charge by a private corporation.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Household Hazardous Waste” means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be hazardous waste as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills.

“Invitation to Bid” means the request of the Village of Newburgh Heights for bids for Residential Solid Waste Collection, Disposal and Recycling Services.

“Instructions to Bidders” means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

“Material Recovery Facility”, “MRF” or “Recycling Facility” means a facility that sorts and processes Mixed Recyclables to prepare them for processing and reconstitution as a product sold in commerce.

“Municipality” means the Village of Newburgh Heights, Ohio located in Cuyahoga County.

“Notice of Award” means written notification that a Bid has been accepted by the Village of Newburgh Heights.

“Notice to Proceed” means written notice from the Village to commence the Residential Solid Waste Collection, Disposal and Recycling Services.

“Performance Bond” means a bond or any other instrument acceptable by the Village and in accordance with any local ordinance insuring the Village is issued to guarantee full and complete execution and performance of the Contract.

“Producer” means an owner or occupant of a Residential Unit who generates refuse.

“Recyclables” or “Mixed Recyclables” or “Recyclable Materials” includes, but not limited to, cans (aluminum and steel); cartons (refrigerator and shelf stable cartons); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and plastic bottles and jugs.

“Recycling Services” or “Recycling Processing Services” means the acceptance of Recyclables and recycling processing services provided by a Material Recovery Facility or Recycling Facility.

“Refuse” means all residential Refuse and Bulky Waste, limited Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.

“Residential Refuse” means all Garbage, Refuse, Rubbish and Bulky Waste generated by a Producer at a Residential Unit.

“Residential Unit or Units” means all single-family residential dwellings within the corporate limits of each Village and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

“Residual Solid Waste” means Solid Waste Commingled with source separated Recyclable Materials.

“Rubbish” means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

“Solid Waste” means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but 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, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste.

“Solid Waste Landfill” or “Solid Waste Disposal Facility” means an Ohio EPA permitted and licensed facility as defined by ORC 3734.01(N) and OAC 3745-27-01(S)(23) and identified by the Successful Bidder to be used for the disposal of Solid Waste.

“Solid Waste Transfer Station” or “Solid Waste Transfer Facility” means an Ohio EPA permitted and licensed facility that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other vehicles or containers for transportation to a Solid Waste Disposal Facility.

“Stable Matter” means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

“Successful Bidder” means the Bidder selected by the Village to be responsive and the lowest and best Bidder in response to the Invitation to Bid.

“Term” means the duration of the Contract.

“Yard Waste” means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.

“64-gallon Wheeled Cart” means a wheeled, rollout cart of approximately 64 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

“96-Gallon Wheeled Cart” means a wheeled, rollout cart of approximately 96 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

EXHIBIT B: Current Workers' Compensation Certificate

Please attach the current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to the Village on a going-forward basis as Certificates expire.

EXHIBIT C: Corporation 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: _____

EXHIBIT D: Performance Bond

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 City 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 _____, 2020, 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, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City-Designated 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 _____, 2020, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____		_____	
(Principal)		(Surety)	
_____	By: _____	_____	By: _____
(Principal Secretary)		(Surety Secretary)	
(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

_____, 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)

BID FORMS AND ENCLOSURES

Each Bid, to be considered responsive, must contain the following:

Cover Page: Include the name and address of the company submitting the bid, the company contact name and contact information.

Bid Form 1: Statement of Qualifications

Bid Form 2: Facility Information

Bid Form 3: Bidder's Representations and Warranties

Bid Form 4: Non-Collusion Affidavit

Bid Form 5: Personal Property Tax Affidavit

Bid Form 6: Taxpayer Identification - W-9 Form

Bid Form 7: Day of the Week and Additional Recyclable Materials

Bid Form 8: Price Sheet: Pricing for Collection, Disposal and Recycling Services

Bid Form 9: Price Sheet: Pricing for Additional Carts and Container Services

Current Ohio Worker's Compensation Certificate

Bid Bond

BID FORM 1

Bidder Identification and References

Bidder Identification:

Name of Company Submitting Bid: _____

Street Address: _____

Mailing Address: _____

Name and Title of Individual Responsible for the Administration of a Contract, if awarded:

Phone: _____ E-mail: _____

Qualifications Statement:

On a separate sheet of paper to be attached to this bid form, describe your overall company (corporate) qualifications, experience and capacity to perform the Residential Solid Waste Collection, Disposal and Recycling Services and identify the management employees, and their experience, who will supervise performance of the Contract. **Include your implementation as identified in Section II, of the ITB.** This information will enable the Municipality to judge the responsibility, experience, and capability of the Bidder.

References:

Provide three (3) references of current municipal customers

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

BID FORM 2

Facility Information

Identify the facilities that would be used to manage solid waste and recyclables in the performance of contract services, if a contract is awarded.

Recycling Processing Facility – Material Recovery Facility

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Facility Manager: _____
Phone Number: _____
Operating Hours: _____
Processing Price per ton charged by Facility: _____

Solid Waste Transfer Station

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Ohio EPA Solid Waste Facility Identification Number: _____
Facility Manager: _____
Phone Number: _____
Operating Hours: _____
Transfer Price per ton charged by Facility: _____

Solid Waste Landfill

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Ohio EPA Solid Waste Facility Identification Number: _____
Facility Manager: _____
Phone Number: _____
Operating Hours: _____
Disposal Price per ton charged by Facility: _____

BID FORM 3

Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the Village of Newburgh Heights the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal and Recycling 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 Residential Solid Waste Collection and Recycling Services.
4. Bidder will not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of Residential Solid Waste Collection and Recycling Services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, Material Recovery Facility or legitimate Recycling Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term of the Contract.
7. Bidder warrants that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than five (5) years.

Signature

Printed Name, Title

Date

Customer Service Phone Number

BID FORM 4

Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder; if the Bid is made by a corporation, then by its Chief Officer.

STATE OF OHIO
COUNTY OF _____

CONTRACTOR _____, being first duly
(Name)
sworn, deposes and says that he is _____ of
(Sole owner, partners, president, etc.)

(Company name)

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 anyone will 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 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: _____

Subscribe and sworn to before me this _____
day of _____, 2020

Seal of Notary

Notary Public

BID FORM 5

Personal Property Tax Affidavit

STATE OF OHIO

COUNTY OF CUYAHOGA, 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 Recycling Services/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 Recycling Services/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 sayeth naught:

COMPANY

AFFIANT AND TITLE

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

Notary Public
My Commission Expires:

BID FORM 6

Attach Taxpayer Identification W-9 Form

(Rev. October 2018)

BID FORM 7

Day of The Week Collection and Identification of Additional Recyclable Materials

The Village's current collection day(s) is Monday.

If the Contractor is proposing to change to day(s) of collection, indicate here:

Monday

Tuesday

Wednesday

Thursday

Friday

Please LIST AT LEAST any Recyclables” or “Mixed Recyclables” or “Recyclable Materials” to be accepted for collection in addition to: cans (aluminum and steel); cartons (refrigerator and shelf stable cartons); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and plastic bottles and jugs.

BID FORM 8

Price Sheet A: Pricing for Collection, Disposal and Recycling Services

Instructions: Indicate in dollars and cents the total bid price for all of the following services:

1. **Collection:** price for weekly collection of Solid Waste with the provision of 96-gallon carts and weekly collection of Recyclables with the provision of 64-gallon carts.
2. **Solid Waste Disposal:** price to deliver solid waste to a Solid Waste Landfill and including all waste disposal fees, and all local, county and state fees, and environment fees.
3. **Recycling Processing Fee:** price to deliver Recyclable Materials to a Material Recovery Facility and including all recycling processing fees.

Collection, Disposal & Processing price for 5-year contract term	
<u>Per Residential Unit per month</u> bid price for solid waste and recycling collection, solid waste disposal and recycling processing services.	
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

BID FORM 9

Price Sheet: Pricing for Additional Carts and Container Services

Price for Additional Cart	
Indicate the price for delivery, collection and disposal or processing to be charged if a resident requests an additional cart per Section II.A of this Invitation to Bid	
Recycle Cart	Solid Waste Cart
\$	\$

Price for Replacement Carts	
Indicate the price for delivery of lost or stolen carts exceeding a total of fifty (25)	
Recycle Cart	Solid Waste Cart
\$	\$

Price for Container Services									
Indicate the cost per pull to be charged to the Village for any additional collections requested by the Village not specified in Section II, Item D, Table 2.									
	Container Size								
Contract Year	2-Yard	3-Yard	4-Yard	6-Yard	8-Yard	10-Yard	20-Yard	30-Yard	40-Yard
Year 1									
Year 2									
Year 3									
Year 4									
Year 5									

BID BOND

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bond payable to the Village of Newburgh Heights in the amount of ten percent (10%) of the first year Bid price (collection only) as security that, if the Bid is accepted. Please attach.