

CITY OF KIRTLAND

RESOLUTION NUMBER 23-R-46

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO SOLICIT BIDS FOR CITYWIDE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kirtland currently has a contract with a company for citywide residential solid waste collection, disposal and recycling services that expires December 31, 2023; and

WHEREAS, the Director of Public Service has prepared bid documents to the satisfaction of the Service Committee of this Council for the solicitation of bids to provide citywide residential solid waste collection, disposal and recycling services, said bid package is attached hereto as Exhibit A; and

WHEREAS, the Director of Public Service hereby requests authorization from this Council to solicit said bids.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION 1: The Director of Public Service is hereby authorized to solicit bids for citywide residential solid waste collection, disposal and recycling services, said bid package is in its substantial form as incorporated herein as Exhibit A.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare of the citizens of the City of Kirtland. The emergency is necessary in order to allow the City to seek to improve the safety and welfare of its residents by seeking the continuity of its solid waste removal. Therefore, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members

of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____

Second Reading: _____

Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2023.

ATTEST:

Approved by the Mayor on this ____
day of _____, 2023.

Clerk of Council
Auth for Solid Waste Collection Bids

Mayor Kevin F. Potter

INVITATION TO BID

Residential Solid Waste Collection, Disposal and Recycling Services

ISSUED BY

City of Kirtland

MANDATORY PRE-BID MEETING

July 19, 2023

12:00 P.M.

Kirtland City Hall

9301 Chillicothe Rd, Kirtland, OH 44094

BID OPENING

Aug 22, 2023

12:00 P.M.

Kirtland City Hall

9301 Chillicothe Rd, Kirtland, OH 44094

TABLE OF CONTENTS

LEGAL NOTICE	3
<hr/>	
INSTRUCTIONS TO BIDDERS	4
I. Intent and Purpose.....	4
II. Scope of Services.....	5
III. Bid Submission Requirements.....	10
IV. Bid Evaluation, Recommendation and Award.....	12
V. Bid Contact	13
VI. Permissible Pass Through	12
VII Insurance and Environmental Indemnity	13
VIII Performance Assurance	15
<hr/>	
.....	13
EXHIBIT A: Definitions.....	19
EXHIBIT B: Current Workers' Compensation Certificate	24
EXHIBIT C: Corporation Affidavit.....	25
EXHIBIT D: Performance Bond	26
<hr/>	
BID FORMS	
BID FORM 1 - Bidder Identification and References.....	28
BID FORM 2 - Facility Information.....	29
BID FORM 3 - Bidder's Representations and Warranties	30
BID FORM 4 - Non-Collusion Affidavit.....	31
BID FORM 5 - Personal Property Tax Affidavit.....	32
BID FORM 6 - Taxpayer Identification W-9 Form	33
BID FORM 7 – Price Sheet: Collection, Disposal and Recycling Services.....	34
BID FORM 8 - Price Sheet: Pricing for Additional Carts and Container Services.....	35
BID FORM 9 - Price Sheet: Pricing for Additional Container Services.....	44
BID BOND	

LEGAL NOTICE

The City of Kirtland is inviting bid proposals for Residential Waste Collection and Recycling Services within the City of Kirtland, Ohio. Bid Documents can be obtained at Kirtland City Hall located at, 9301 Chillicothe Rd, Kirtland, Ohio 44094, or on the City of Kirtland website <https://kirtlandohio.com/>

A mandatory pre-bid meeting will be held on July 19, 2023, at 12:00 P.M. in Kirtland City Hall at 9301 Chillicothe Rd, Kirtland, Ohio 44094.

Bids will be received at Kirtland City Hall located at, 9301 Chillicothe Rd, Kirtland, Ohio 44094 until 12:00 P.M. on August 22, 2023, and will be opened publicly and read aloud at that time and place. 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 a separate Bid Bond in the name of the "The City of Kirtland " 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 City 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 City reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

News Herald July 11, and July 18, 2023

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A. The City of Kirtland, Ohio (hereinafter referred to as “City”) 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 every other week collection of Recyclables for all Residential Units and to provide Recycling Processing Services and Solid Waste disposal services in the City.
- B. Bidders must be able to demonstrate experience servicing municipal contracts of similar size (by house count) within the past ten (10) years, including by providing with the bid no less than three (3) references by municipality name, average house count, and municipal contact name/number. Bidders also must possess adequate equipment that is new or in good repair, including but not limited to an adequate number of front-end load trucks for the street service and a single-axle mini packer truck for the drive-in service. A list of vehicles to be used by Bidder if awarded the contract that includes the vehicle type, age, and VIN number, shall be submitted with the bid. Bidders also must possess all necessary and required 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 City will review all Bids and recommend a Successful Bidder to the city council for a contract award. Upon approval by the city council, the City will execute a Contract with the Successful Bidder, substantially in the **Form of Contract**. The City reserves the right to reject all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. If all Bids are rejected, the city may proceed with another bid process to obtain Residential Solid 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 Joe Fornaro , Service Director, at jfornaro@kirtlandohio.com 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 seven (7) 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 Kirtland City 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 with the option to extend the Contract for one (1) additional two -year term and one (1) additional three-year term upon mutual agreement of both parties. The commencement date of the Contract will be January 1, 2024, and will terminate on December 31, 2028, unless the City decides to exercise the mutual agreed upon renewal option(s) by providing written notice to the Contractor within 90 days of the termination date.
- G. The total estimated annual tonnage of Solid Waste and Recyclables to be collected, which is the subject of this Invitation to Bid, is approximately 2589 tons per year from 2,243 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 city does not guarantee the accuracy of this data. The contractor is responsible to bill each subscribing resident on a quarterly basis, collections and bad debt are the responsibility of the contractor.

Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials

Type of Waste	2022 Annual Tonnage
Solid Waste	2288
Recycling	301

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 every other week collection of Recyclables from each Residential Unit within the corporate limits of the City. The total estimated number of Residential Units to receive Curbside collection is 2243. All collection is to be made at the right hand Curb no zig zagging or two side collection will be permissible.

Collection.

The Contractor will provide fully 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. The Contractor will supply a 64-Gallon Wheeled Cart for Solid Waste to any resident that requests a smaller Cart for their Solid Waste within 60 days of the initial Cart delivery. Residents will be instructed to contact the Contractor directly to request the smaller Cart and arrange for the Carts to be exchanged during the 60-day period. If any resident requests to switch back to the

larger Cart, any costs associated will be the responsibility of the resident and the Contractor will charge the residents directly for the Cart at the pricing indicated on **Bid Form 9**. The Contractor will supply each Residential Unit with one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. 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 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 Contractor directly to request the additional Cart and to make the delivery arrangements. The Contractor will charge the residents directly 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 promptly the Contractor will distribute the Carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

Solid Waste & Recycling Collection the Contractor will collect all contents contained within the carts. All solid waste is to be bagged and placed inside the cart. All recyclable items are to be placed loose inside of the cart, cardboard boxes are to be broken down and placed inside of the cart. Residents that produce additional volume will be responsible to request an additional cart.

Bulky Wastes. The Contractor will be responsible for the collection of 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 96-Gallon Wheeled Cart or 64-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. All upholstered furniture and mattresses are to be wrapped in plastic for collection. Resident set-out of Bulky Wastes will be limited to one (1) item per week from each Residential Unit. Residents will be required to schedule bulk waste collection in advance. The contractor is to provide residents the ability to schedule bulk on-line and via the phone.

Appliances and Freon Containing Appliances. The Contractor shall collect and recycle all metal Appliances (white goods) once the provide the proper removal of any refrigerant contained in any refrigerators, freezers, air conditioners, and dehumidifiers has been removed by a licensed contractor and provide documentation for collection.

Construction and Demolition Debris. The Contractor is not responsible for the collection of construction and demolition debris.

Contaminated Recyclables. If the Contractor finds unacceptable materials placed within the Cart for Mixed Recyclables, the Contractor shall notify the Residential Unit of the unacceptable materials by indicating the reason on a Contamination tag and hanging it from the Cart's handle. The Contractor shall leave the Cart at the Curb un-serviced.

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 of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for the capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets. Collection Vehicles are required to be equipped with all federal and state mandates safety devices. Vehicles shall also be equipped with front and rear-mounted LED strobe lights, a rearview 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 inspection report, and incident reporting kit with instructions.

Drivers must wear uniforms including a high-visibility shirt, vest, or jacket. The employee must be trained on OSHA, DOT, and company safety and work rules/policies documented in the driver's file and available for inspection by the City. The bidders are to supply with each bid a copy of the driver's safety manual and company drug and alcohol policy.

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 7:00 p.m. and the Contractor must adhere to all the City's noise ordinances. If for any reason the Contractor is not able to collect on the scheduled day or within the specified collection times, the Contractor shall notify the Service Director of the reason and the anticipated length of the delay

Collection Routes and Collection Day(s). The City shall require that the collection of all Solid Waste and Recyclables takes place on the same day. The City requires the collection days to remain two (2) days per week on Monday and Tuesdays.

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.

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.

Recycling Services:

The Contractor is responsible for delivering all Mixed Recyclables to a legitimate 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), glass (bottles and jars), fiber (mixed paper, boxboard, 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.

C. Container Services:

The Contractor shall provide containers to collect and dispose of Solid Waste and Recyclables from municipal locations. The Contractor shall collect Recyclables contained in Carts from municipal locations. The following table shows the current location of containers, container size, and collection frequency. These containers must be emptied according to the frequency listed, at a minimum, and within one business day following a request from the City for an additional collection. The City reserves the right to modify container size, location, and/or collection frequency at any time during the contract and prices adjusted accordingly. The City may allow the relocation of these containers for special events. The Contractor shall have the availability to supply the City with additional collections 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
FIRE STATION 1 8979 KIRTLAND CHARDON Rd KIRTLAND OH 44094		(1) 6 yd	(2) 64 Gallon	1x per week

FIRE STATION 2 10282 CHILLICOTHE RD KIRTLAND OH 44094		(1) 8 yd	(1) 6 yd	1x per week
CIVIC CENTER 9301 CHILLICOTHE RD KIRTLAND OH 44094		(1) 6 yd	(2) 64 Gallon	1x per week
COMMUNITY CENTER 7900 EUCLID CHARDON RD KIRTLAND OH 44094		(1) 6 yd	(2) 64 Gallon	1 x per week
RECREATION 9140 CHILLICOTHE RD KIRTLAND, OH 44094		(1) 6 yd	(2) 64 Gallon	1 x per week April 1 thru October 31

The City of Kirtland is considering a spring clean-up opportunity for the residents. The contractor would provide 8- 40-yard dumpsters on a Friday and remove and empty them the following week. This could be a single weekend event or up to four weekends. The dates would be mutually agreed upon.

D. Customer Education:

The Contractor, at the Contractor’s sole cost and expense, shall prepare and email to each Residential Unit served under this Contract, a brochure that contains the City-approved requirements for Solid Waste and Recycling collection. Information to be included in the brochure shall include: the Contractor’s local phone number; Cart set out guidelines; the day of collection; a description of the Solid Wastes and Recyclables appropriate for collection; procedures for disposing of Bulky Waste, Appliances, Freon-Containing Appliances; holiday schedule; and any other information that explains how the Solid Waste and Recycling collection will be provided. The Contractor shall provide the City an electronic copy and an additional one hundred (20) 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 Director of Public Service for approval, no later than November 15, 2023, and shall mail the brochure following approval to each Residential Unit no later than December 1, 2023. (See **Bid Form 1: Qualifications Statement – Implementation Schedule**).

E. 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 one (1) business day after the complaint is received. Contractors' trucks are to be equipped with camera systems to document and verify service. In the case of an intentionally missed collection at a Residential Unit due to the improper set out of the container, improper set out of materials, or set out of unacceptable materials, the Contractor will notify the resident on the same day as the missed collection and will provide the reason that the collection did not occur. The Contractor will be responsible for tagging any uncollected materials based on a rule and regulation violation. The Contractor must give the resident a full understanding of the reason not to collect by use of the tag.

Record Keeping:

Solid Waste, Recycling Tonnages. The Contractor must submit a quarterly record of the total tonnage of Solid Waste and the tonnage of Recyclable Materials, separated by the type of material collected for the preceding month.

Carts. The Contractor must maintain an accurate list of Residential Units receiving services, along with the total number of Solid Waste and Recycling Carts and sizes of each. The City maintains the right to request a copy of the list at any time.

Complaint Log. The Contractor must maintain a complaint log that includes the name, address, phone number, date, time, and description of each complaint received and its resolution. The contractor will provide the log on a quarterly basis. The City maintains the right to request a copy of the complaint log at any time.

F. Billing and Fuel Adjustments:

The Contractor will invoice the City for only the City Building dumpster services rendered within ten (10) days following the end of the month. The invoice must be sent to the City Hall to the attention of the Director of Finance.

Residents will be billed individually on a quarterly basis for their solid waste and recycling service. Contractor must have the ability to provide residents an online account to manage billing and services.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline

Bids will be received at the Kirtland City Hall located at, 9301 Chillicothe Rd, Kirtland , Ohio 44094 until 12:00 P.M. on August 22, 2023 and will be opened

publicly and read aloud at that time and place. Bidders must submit one (1) original, (1) duplicate copy 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 90 days after the Bid opening date.

B. Bid Bond

Each Bid must contain all Bid Forms and be accompanied by a separate Bid Bond in the name of the "The City of Kirtland " 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 City 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 Container Services

Bid Form 10: Price Sheet: Pricing for Additional Container Services

Current Ohio Worker's Compensation Certificate

Bid Bonds

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 Kirtland City Hall , located at 9301 Chillicothe Rd, Kirtland Ohio at any time prior to the Bid opening.

IV. BID EVALUATION, RECOMMENDATION AND AWARD

A. Bidder and Bid Evaluation

The City will evaluate all responsive Bids to determine which Bid represents the best and lowest Bid. The city will objectively evaluate the bids submitted to determine the best bid for the city and its residents. A comprehensive set of criteria will be used to qualify the merits of each bid package, included (but not limited to):

- Strength of qualifications of the Bidder, especially related to the needs of the city. Qualifications will include (but not limited to) the proven capacities of Bidder to meet the operational requirements of the City.
- Comments from the Bidders reference and current Municipal Customers.
- Innovations proposed to improve public education about recycling to all residents.
- The price of solid waste and recycling services
- Financial Stability to service the City for the duration of the contract
- Responsiveness of the Bidder to all other provisions of this Bid Specification.

The City may conduct any investigation the City 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 City may tour any Solid Waste and Recycling Facilities proposed to be used in the performance of the contract.

The City reserves the right to request additional information with respect to the qualifications of the Bidders which must be provided to the City in writing within five (5) days of any such request. The City reserves the right to reject any Bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the City, 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 a Contract with the City in accordance with the terms and conditions of the bid packet and additional

documentation provided by the bidder. 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. City Rights

The City reserves the right to reject 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 the City with 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 City, 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 Joe Fornaro jfornaro@kirtlandohio.com no later than August 10, 2023.

VI Permissible Pass-Through Charges.

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. 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 ton for the disposal or processing of Solid Waste shall be adjusted accordingly. In the event an adjustment affecting the collection of Solid Waste and Recycling is necessary, the Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste and Recycling Collection: per ton price difference ÷ 12

VII Insurance

The Contractor will always during the Contract maintain in full force and 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 City, and Contractor will furnish the City certificates of insurance or other evidence

satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will upon written request from the City provide the City with copy of Insurance Certificate.

The City 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 the 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 the City 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 all deductibles(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 coverages 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. The City 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 City 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 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 City free and harmless for all personal injuries of all persons performing work for the Contractor under this Agreement.

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the City, 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 the expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the City, 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 Indemnitee 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 therefrom; 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 Indemnitee 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 the expiration or earlier termination of this Agreement.

VIII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City 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 City'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 City 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 City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City 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 City deems necessary to assure that the Residential Waste Collection, Disposal and Recycling Services will be available to the City and its Residents.

Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires, pandemic and government orders related thereto, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events;

provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Agreement and any or all SOWs without further penalty or liability.

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 City 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 City 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 City may terminate this Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City 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 City, in the exercise of the reasonable discretion of the City.

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 City 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 is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City 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 City'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 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 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 are material terms in such an award. If during the term of this Agreement, the Contractor shall be merged or sold, the City 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 City 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.

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 City, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

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 City 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 City and in accordance with any local ordinance ensuring the City 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 City 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 City. 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 City 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, carpeting, furniture, mattresses, and other household items and appliances that are not Freon-containing). Bulky Waste does not include Excess Bagged Waste.

“Cart” or “Wheeled Cart” means a wheeled, rollout cart of any capacity, which is issued by the Contractor that can be used for the collection of Solid Waste.

“City” means the City of Kirtland, Ohio located in Cuyahoga County.

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

“Collection Services” is defined as 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 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, and 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” or “Contaminated Recyclables” 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 into by and between the Successful Bidder and the City.

“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 City 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 City.

“County of Lake” refers to the geographic region of the Lake County Solid Waste District.

“Curbside” or “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 bagged or contained Solid Waste, Yard Waste or Construction Debris that is placed outside of the Cart for Solid Waste.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide the lawful removal of all refrigerants 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 the responsibility of the 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 collection, 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 a 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 City 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” or “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 City of Kirtland, Ohio located in Cuyahoga County.

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

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

“Performance Bond” means a bond or any other instrument acceptable by the City and in accordance with any local ordinance insuring the City 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); 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 the City 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 City 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 or Recyclables 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. The Contractor is responsible for forwarding updated Certificates to the City 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 _____, 2023, 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. ("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 _____, 2023, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____		_____	
(Principal)	By: _____	(Surety)	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: Price Sheet: Pricing for Collection, Disposal and Recycling Services

Bid Form 8: Price Sheet: Pricing for Container Services

Bid Form 9: Price Sheet: Pricing for Additional 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, Equipment list of trucks to be used, backup trucks, and identify the management employees, and their experience, who will supervise the performance of the Contract. This information will enable the city 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 Start Date, Term and Description: _____

Home Count _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Start Date, Term and Description: _____

Home Count _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Start Date Term and Description: _____

Home Count _____

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: _____

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: _____

Solid Waste Landfill

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____

Operating Hours: _____

BID FORM 3

Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the City 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 or authorized representative.

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 _____, 2023

Seal of Notary

Notary Public

BID FORM 5

Personal Property Tax Affidavit

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 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

BID FORM 7

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

Instructions: Indicate in dollars and cents the bid prices for each of the following services:

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste and every other week collection of recycling in accordance with these specifications

Curbside Collection	Drive in Collection
<u>Price per Residential Unit per month</u> for weekly curbside collection of Solid Waste with the provision of 96-Gallon Carts and every other week collection of Recyclables with the provision of 64-Gallon Carts.	<u>Price per Residential Unit per month</u> for weekly Drive-in collection of Solid Waste with the provision of 96-Gallon Carts and every other week collection of Recyclables with the provision of 64-Gallon Carts.
2024 \$ _____	2024 \$ _____
2025 \$ _____	2025 \$ _____
2026 \$ _____	2026 \$ _____
2027 \$ _____	2027 \$ _____
2028 \$ _____	2028 \$ _____
2029 \$ _____ option year 1	2029 \$ _____ option year 1
2030 \$ _____ option year 2	2030 \$ _____ option year 2

Seniors 65 and older will receive a 5% discount on the monthly charges listed above.

Price for Additional Carts	
Per Section II. A. of this ITB, indicate the price to be charged if residents request an additional Cart for service.	
Recycle Cart per month	Solid Waste Cart per month
\$ _____	\$ _____

BID FORM 8

Price Sheet B: Pricing for Container Services

Instructions: Indicate in dollars and cents the bid prices for each of the following services:

				Price per month to provide and service containers to collect and dispose of Solid Waste from the municipal locations at the sizes and frequencies indicated in Section II, Item C, Table 2						
Location	Solid Waste	Recycle	Frequency	Year 1	Year 2	Year 3	Year 4	Year 5	Option 1	Option 2
FIRE STATION 18979 KIRTLAND CHARDON RD	(1) 6 yd	(2) 64 Gallon	1x per week							
FIRE STATION 2 10282 CHILLICOTHE RD	(1) 8 yd	(1) 6 yd	1x per week							
CIVIC CENTER 9301 CHILLICOTHE RD	(1) 6 yd	(2) 64 Gallon	1x per week							
COMMUNITY CENTER 7900 EUCLID CHARDON RD	(1) 6 yd	(2) 64 Gallon	1 x per week							
RECREATION 9140 CHILLICOTHE RD	(1) 6 yd	(2) 64 Gallon	1 x per week							

Roll-Offspring Clean-up project

Prices to be based on 8-40 yards delivered for weekend projects on a date to be mutually agreed upon.

The City may or may not move implement this provision but would like to have pricing if a project was to be scheduled.

Container Services			
Contract Year	Price to provide spring time Roll-off Clean Up service. Containers to collect and dispose of Solid Waste from residents brought to the central location within the City limits		
	Delivery Charge	Haul and Disposal Charge including up to 3 tons of material	Disposal Charge above 3 tons of material
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Option Year 1			
Option Year 2			

BID FORM 9

Price Sheet C: Pricing for Additional Container Services

Instructions: Indicate in dollars and cents the bid prices for each of the following services:

Price for Additional Container Services								
Price per pull to be charged to the city for any additional collections requested by the City not specified in Section II, Item D, Table 2.								
	Container Size							
Contract Year	2-Yard	4-Yard	6-Yard	8-Yard	20 Yard Roll-Off	30-Yard Roll-Off	40-Yard Roll-Off	Disposal per ton for Roll-Off Loads
Year 1								
Year 2								
Year 3								
Year 4								
Year 5								
<i>Option Year 1</i>								
<i>Option Year 2</i>								

BID BOND

Each Bid must contain all Bid Forms and be accompanied by a Bid Bond in the name of the “The City of Kirtland ” 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 City in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents. **Please attach.**