

City of Maple Heights

INVITATION TO BID

Residential Solid Waste Collection, Disposal and Recycling Services

ISSUED BY

City of Maple Heights

September 22, 2021

PRE-BID MEETING

October 1, 2021

11:00 a.m.

Maple Heights City Hall

Maple Heights, OH 44137

BID OPENING

October 13, 2021

12:00 p.m.

Maple Heights City Hall

Maple Heights, OH 44137

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LEGAL NOTICE

The City of Maple Heights is inviting bid proposals for Residential Waste Collection and Recycling Services within the City of Maple Heights, Ohio. Bid Documents can be obtained from the office of the Law Director located at Maple Heights City Hall, 5353 Lee Rd, Maple Heights, OH 44137 or on the City of Maple Heights website at <https://citymapleheights.com>

A mandatory pre-bid meeting will be held on Friday, October 1, 2021 at 11:00 a.m. in Council Chambers at Maple Heights City Hall, 5353 Lee Rd, Maple Heights, OH 44137.

Bids will be received at the office of the Law Director located at Maple Heights City Hall, 5353 Lee Rd, Maple Heights, OH 44137 until 12:00 p.m. on Wednesday, October 13, 2021 and will be opened publicly and read aloud at that time in Council Chambers. 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 City of Maple Heights in the amount of ten percent (10%) of the first year Bid price as security that, if the Bid is accepted, a Contract will be entered into with the City of Maple 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 City of Maple Heights reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised: Neighborhood News 9/22/2021; 9/29/2021

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A. The City of Maple Heights (“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 Recyclables for all Residential Units and to provide Recycling Processing Services and Solid Waste disposal services in the City.
- 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 City will review all Bids and recommend a Successful Bidder to the City council for a contract award. Upon approval by the City of Maple Heights City Council, the City will execute a Contract with the Successful Bidder, substantially in the form of the **Form of Contract**. The City 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 City 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 The Law Director Frank Consolo fconsolo@mapleheightsohio.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 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 three (5) years with two (2) consecutive one-year renewal terms at the mutual discretion of the City and Contractor. The commencement date of the initial term of the Contract will be January 1, 2022 and will terminate on December 31, 2026. The City shall provide written notice to the Contractor of the City’s decision to renew and mutually agree to extend this Agreement on or before October 1st of the year preceding each option year.
- 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 11,277tons per year from 9,493 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.

Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials

Type of Waste	Annual Tonnage
Solid Waste	10,459
Recycling	818

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 of Maple Heights. The total estimated number of Residential Units to receive curbside collection is 9,493. All collection is to be made at the Curb.

Collection.

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. Each recycle cart must have a large label / sticker on the exterior of 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 City 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 at the price stipulated in the bid. Residents will be instructed to contact the Contractor directly to request the additional cart and the Contractor will make the arrangements for delivery. The Contractor will charge the resident for the cart(s) at the pricing indicated on **Bid Form 9A**.

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 75 lost or stolen carts at its expense per year, and any additional carts will be replaced at the expense of the City at the pricing indicated on **Bid Form 9A**. 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 (see **Bid Form 1: Qualifications Statement – Implementation Schedule**).

The Contractor shall collect Solid Waste from each Residential Unit's 96-Gallon collection container for Solid Waste and two additional bags or cans. The Collection Contractor is not required to collect any Solid Waste or Excess Bagged Waste above the 2 bag or can limit.

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 City 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 City.

Collection Frequency and Hours. Solid Waste Collection will be provided on a weekly basis to each Residential Unit. Recycling Collection will be provided on an every other week 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, the Contractor will notify the City of the reason and the anticipated length of the delay. If the Contractor falls behind the regular collection for more than one (1) days due to its own operational issues the City 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. 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.

Collection Routes and Collection Day(s). The City shall require collection of all Solid Waste, Recyclables and Yard Waste to take place according to the current schedule on the same day. The City's current collection schedule is to be followed on Thursday and Friday.

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 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 the Contractor issued 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. The volume of material will be limited to 2 items a week.

Excess Bagged Waste and Contaminated Recyclable Materials. The Contractor will be asked to notify the City in the event any resident habitually sets out Excess Bagged Waste, necessitating the need for an additional 96-Gallon Wheeled Cart; or contaminated Recyclable Materials. The Contractor shall not be responsible to collect additional bags outside of the cart above the 2 bag or can limit. The contractor will tag 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). 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.

Yard Waste. The Contractor shall collect up to two (2) bags or cans of Yard Waste that is set outside of the cart. The City will continue to provide for the collection of leaves in the Fall, which are left loose at the curb.

Construction and Demolition Debris. The Contractor is responsible to regularly collect small amounts of Construction and Demolition Debris measuring less than one (2) cubic yards with no individual item weighing more than forty (40) pounds. The Contractor is not required to remove any other Construction and Demolition Debris. The Contractor will be asked to notify the City in the event any resident habitually sets out Construction and Demolition Debris. The City 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. The following table shows the current location of containers, container size, the 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’s Director of Public Service for an additional collection. The City reserves the right to modify container size, location and/or collection frequency at any time during the contract at adjusted rates in line with the provided bid price. The City may allow relocation of these containers for special events. The Contractor shall have the availability to supply the City with additional collection of cubic yard containers upon request at the pricing indicated on **Bid Form 9B**.

		Qty	Size	Fqy / Wk
MAPLE HEIGHTS STREET SWEEPING	5501 DUNHAM RD	1	10	as needed
10 YARD ROLL OFF WITH TARP AND BOWS				
		Qty	Size	Fqy / Wk
MAPLE HEIGHTS CITY HALL	5353 LEE RD	1	8	3
MAPLE HEIGHTS CITY OF STAFFORD	5400 MAYVILLE	1	6	3
MAPLE HEIGHTS CITY OF STAFFORD	5401 MAYVILLE	1	8	3
MAPLE HEIGHTS FIRE STATION 1	5520 WARRENSVILLE CENTER	1	6	1
MAPLE HEIGHTS FOOD BANK	17100 BROADWAY AVE	1	6	3
MAPLE HEIGHTS SERVICE AND BUS	5501 DUNHAM RD	3	8	3
MAPLE HEIGHTS SR CITIZEN CTR	15901 LIBBY RD	1	6	3

E. Customer Education:

The Contractor will be responsible for providing Solid Waste and Recycling collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and mail to each Residential Unit at the start of the contract, a brochure that contains the City-approved requirements for Solid Waste, Recycling, Yard Waste Collection. Information to be included in the brochure shall include: the Contractor's 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 items, appliances, Freon-containing appliances and yard waste; questions; 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 additional one hundred (300) 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, 2021 and shall mail the brochure following approval to each Residential Unit no later than December 15, 2021.

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 one (1) business day after the complaint is received.

Customer Service Approach and Plan

- Describe your firm's general customer service approach and plan for the City of Maple Heights Include any details on:
 - Your firm's single point of contact for customer service or any other service management matters to the City of Maple Heights.
 - Your customer service call center that will provide customer service to City of Maple Heights, including its hours and holidays. Provide information regarding the call center's staffing, customer service procedures, including complaint/resolution process, and redundancy in the event of an outage.
 - How your firm monitors or measures customer service performance to improve customer satisfaction.
- Detail how your firm utilizes technology to improve the customer service experience. Include account management capabilities and methods such as websites or mobile app offerings.

G. Record Keeping:

Solid Waste, Recycling Tonnages. The Contractor must submit a quarterly record of the total tonnage of Solid Waste and Recyclables collected for the preceding month.

Complaint Log. The Contractor must submit a quarterly complaint log that includes the name, address, phone number, date, time and description of the each complaint received and its resolution. The report must be submitted to the Director of Public Service. The City maintains the right to request a copy of the complaint log at any time.

H. Billing:

Invoices. The Contractor will invoice the City for 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. The City will pay within 30 days of receipt.

I. Staffing Plan

- Provide a list of Key Personnel who will manage, implement, and execute services, complete with titles, experience and qualifications, and brief resumés. Indicate which person and position will serve as the day-to-day contact for the City of Maple Heights and include their contact information.
- Include an Organization Chart outlining your staffing structure - the leadership group and team that will be responsible for managing the contract and day-to-day services.

- Detail your firm's process for pre-employment screening.
- Explain how your firm actively recruits employees and combats potential staffing shortages, particularly with drivers.
- Detail your firm's training and development program, including training for new employees, ongoing training and development, and job-specific training for drivers and post-collection employees.
- Explain your firm's efforts to retain employees.

J. Value Added

- Describe what value added elements your firm brings – features or offerings that add value to your firm's overall program. Please detail the offerings, the value to the jurisdiction, and if there is an additional cost associated with the offering or other considerations that we should be aware of.

- Provide details for any additional service programs that could benefit or provide value to the City of Maple Heights, for example, any special/bulk collection, organics, yard waste, hazardous waste programs. Include potential costs for these additional services.

K. Safety

- Provide details regarding your firm's overall safety approach and commitment to safety. Include how your firm utilizes technology to improve safety.
- Safety Training include specifics regarding driver training programs.
- Provide statistics/metrics that show your firm's safety record as it relates to vehicle and worker safety.

L. Operations and Equipment

- Provide details on the vehicles you will utilize to service the City of Maple Heights, including photo(s), vehicle type, fuel type, quantity of trucks, and age of trucks.
- Explain how your firm incorporates technology on board your trucks to add efficiencies and improve safety, customer service, and general operations.
- If your firm has collection monitoring capabilities via cameras on board trucks to monitor collection and/or loads, explain the program and how it can benefit the City of Maple Heights.
- Detail your firm's preventive maintenance program to maintain a working fleet.
- Explain your firm's route management procedures and how they lead to efficient routes while minimizing environmental impacts of services and improving safety.
- Provide details on the containers to be provided to City of Maple Heights, including: Size, capacity, load rating, and available colors, photos of proposed containers
- Explain the process how your firm will deliver containers, including a timeline, communication plan, and any staging areas.
- Explain how your firm will work with City of Maple Heights when a container is in disrepair or is in need of exchange.

M. Sustainability/ Environmental Efforts

- Explain your firm's environmental business practices and overall environmental stewardship and leadership approach, including efforts to reduce carbon footprint.
- Explain how your firm minimizes the environmental impacts of waste and recycling collection.
- Detail your firm's investments and capabilities around alternatively fueled trucks, if any, and their benefits to the City of Maple Heights. Indicate how many, if any, alternatively fueled vehicles will be utilized to service the City of Maple Heights.
- Provide details on your firm's capability to provide sustainable carts to the City of Maple Heights.

N. Recycling Program

- Detail your firm's general recycling program approach and capabilities.
- Explain your firm's investments in recycling, including programs, facilities, and technology, and efforts for long-term recycling program sustainability.
- Detail your firm's materials marketing and how you get the best value for recycling materials.
- Provide details on how you educate and guide consumers to properly recycle.
- Provide a list of acceptable and non-acceptable recycling materials.

O. Implementation/Transition Plan

- Detail how your firm will implement or transition service in the City of Maple Heights if awarded, including:
 - Any outreach to City of Maple Heights
 - Implementation meetings/coordination with City of Maple Heights staff
 - Plans to commit staffing, including drivers, as well as any plans to hire staff, if necessary

P. Emergency Management/Disaster Response

- Describe how your firm would respond in the event of an emergency such as a natural disaster, pandemic, extreme weather, or other unforeseen event. Detail how your firm would ensure essential services and continuity of operations in the event of an emergency.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline

Bids will be received by the Law Director located at Maple Heights City Hall, 5353 Lee Rd, Maple Heights, OH 44137 until 12:00 p.m. on Wednesday, October 13, 2021 and will be opened publicly and read aloud at that time in Council Chambers. 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 City of Maple Heights in the amount of ten percent (10%) of the first year Bid price as security that, if the Bid is accepted, a Contract will be entered into with the City of Maple 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.

EXHIBIT B: Current Workers Compensation Certificate

EXHIBIT C: Corporate Affidavit

EXHIBIT D: Performance Bond

Bid Form 1: Statement of Qualifications (Implementation Schedule)

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: Additional Recyclable Materials

Bid Form 8: Price Sheet: Pricing for Collection, Disposal and Recycling Services (Weekly Bulk Waste)

Bid Form 9A: Price Sheet: Pricing for Additional Carts

Bid Form 9B: Price Sheet: Pricing for Additional Container Services

Bid Form 9C: Container Services at Municipal Locations

Bid Form 10: Disaster Management

- 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 City of Maple Heights offices 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 particular 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.

These evaluation criteria are not presented in any special order. No ranking of these criteria within this Bid Specification is intended or implied. The City reserves the right to consider other criteria in their review of bids.

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 of Maple 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. City Rights

The City of Maple 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 City of Maple 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 the Law Director, Frank Consolo fconsolo@mapleheightsohio.com, no later than 10:00am on October 1, 2021.

VI - 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 100% of the first -year contract price executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. 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 coverage's 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 City, provide City with original copies of the policies and all endorsements to any such policies.

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 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 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 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. 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 on-going basis, as such proofs expire. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

VII - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnitee 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 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 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 "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the 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 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 expiration or earlier termination of this Agreement.

3. Indemnity Not Limited

In any and all claims against the City, 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 City.

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.

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 is a material term in such 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, pandemic, labor unrest, or acts of superior governmental authority.

6. 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 of Maple Heights, attention Frank Consolo Law Director , at their respective addresses set forth above. Any change in address must be given in like manner.

(INSERT CONTACT NAMES, ADDRESSES HERE)

7. Waiver

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

8. 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.

9. 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.

10. Permissible Pass-Through Charges. Any and all Governmental Fee increases incurred for the collection and processing of Solid Waste and Recyclables 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 collection disposal or processing of Solid Waste or Recyclables levied by the United States Federal Government, State of Ohio, County, Township, Municipality or Solid Waste District. The Contractor shall give the City and 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:

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 the Contractor issued 96 Gallon Wheeled Cart, (i.e. stoves, water tanks, washing machines, furniture, mattresses and other household items and appliances that are not Freon-containing). The limit will be two bulky items per week.

“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.

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair or demolition operations. The limit for collection will be one cubic yard.

“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 into by and between the Successful Bidder and the City of Maple 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 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 of Maple Heights.

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

“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 the limit will be (2) bags or cans per week.

“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 collection and 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 City of Maple 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 City of Maple Heights, Ohio located in Cuyahoga County.

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

“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 each 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.

“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 the limit will be 2 bags outside of the cart per week.

“64-gallon Wheeled Cart” means a wheeled, rollout cart of approximately 64 gallons in capacity, capable of holding approximately 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 approximately 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 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 _____, 2021, 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 _____, 2021, 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 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 III, Paragraph 7 of the Contract.** 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: _____

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 of Maple 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, Disposal 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, Disposal 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 _____, 2021

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

BID FORM 7

Identification Acceptable Recyclable Materials

Please list any and all “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: Pricing for Collection, Disposal and Processing Services (Weekly Bulk Waste)

Instructions: Indicate in dollars and cents the total Residential Unit, per month bid price for all the following services:

1. **Collection:** price for weekly collection of Solid Waste with the provision of 96-gallon carts, every other week collection of Recyclables with the provision of 64-gallon carts. Collection of 1 Bulky Waste Item a week.
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. **Processing Fee:** price to deliver Recyclable Materials to a Material Recovery Facility, including all recycling processing fees.

All-inclusive pricing for a 5-year contract term with two one-year renewal options
For Solid Waste weekly collection and Recycling every other week collection, Solid Waste disposal and Recycling Processing services, includes weekly Bulky Waste collection of 2 items a week.
Per Residential Unit, per month bid price
2022 \$ _____
2023 \$ _____
2024 \$ _____
2025 \$ _____
2026 \$ _____
<i>Option Year 1</i>
2027 \$ _____
<i>Option Year 2</i>
2028 \$ _____

Note that the Cuyahoga County Solid Waste District’s generation fee will increase from \$1.50 to \$2.00 on January 1, 2023. Bidder is to compensate for this increase in years two and beyond, there will not be a pass through allowance for the noted increase.

BID FORM 9A

Price Sheet: Pricing for Additional Carts

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 seventy five (75) per year	
Recycle Cart	Solid Waste Cart
\$	\$

BID FORM 9B

Price Sheet: Pricing for Additional Container Services

Price for Container Services					
Indicate the cost per pull to be charged to the City for any additional collections requested by the City <u>not</u> specified in Section II, Item D, Table 2. Pricing is to remain static for the duration of the term of the contract. Option years may be subject to Consumer Price Index increase.					
Container Size					
Contract Year	2-Yard	4-Yard	6-Yard	8-Yard	40-Yard
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					

Continued

BID FORM 9B

Price Sheet: Pricing for Additional Container Services

Price for 10 Yard Roll Off Service for Street Sweepings, Container is to be supplied with Solid Vinyl Tarp and Bow System.			
Pricing is to remain static for the duration of the term of the contract. Option years may be subject to Consumer Price Index increase.			
Container Size			
Contract Year	10 Yard Haul	Disposal Per Ton	Rental Charge
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

BID FORM 9C

Municipal Building and Street Cans Included No Charge

		Qty	Size	Fqy / Wk
MAPLE HEIGHTS CITY HALL	5353 LEE RD	1	8	3
MAPLE HEIGHTS CITY OF STAFFORD	5400 MAYVILLE	1	6	3
MAPLE HEIGHTS CITY OF STAFFORD	5401 MAYVILLE	1	8	3
MAPLE HEIGHTS FIRE STATION 1	5520 WARRENSVILLE CENTER RD	1	6	1
MAPLE HEIGHTS FOOD BANK	17100 BROADWAY AVE	1	6	3
MAPLE HEIGHTS SERVICE AND BUS	5501 DUNHAM RD	2	8	3
MAPLE HEIGHTS SR CITIZEN CTR	15901 LIBBY RD	1	6	3

		Qty	Size	Fqy / Wk
MAPLE HEIGHTS	5229 Warrensville Center	1	Street Can	1
MAPLE HEIGHTS	5105 Warrensville Center	1	Street Can	1
MAPLE HEIGHTS	Libby Rd	1	Street Can	1
MAPLE HEIGHTS	21203 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	20720 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	19807 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	19307 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	18903 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	18716 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	18118 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	Libby Rd	1	Street Can	1
MAPLE HEIGHTS	17720 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	17400 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	17208 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	Libby Rd	1	Street Can	1
MAPLE HEIGHTS	15901 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	15809 Libby Rd	1	Street Can	1
MAPLE HEIGHTS	Libby Rd	1	Street Can	1
MAPLE HEIGHTS	Libby Rd	1	Street Can	1
MAPLE HEIGHTS	Dunham Rd	1	Street Can	1
MAPLE HEIGHTS	6149 Dunham Rd	1	Street Can	1
MAPLE HEIGHTS	16400 Rockside	1	Street Can	1
MAPLE HEIGHTS	15003 Turney	1	Street Can	1
MAPLE HEIGHTS	South Blvd	1	Street Can	1
MAPLE HEIGHTS	15900 Maple Heights Blvd	1	Street Can	1
MAPLE HEIGHTS	16939 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	16475 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	16460 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	15851 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	15800 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	15781 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	15765 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	15701 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	15315 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	14775 Broadway Ave	1	Street Can	1
MAPLE HEIGHTS	5301 Lee Rd	1	Street Can	1
MAPLE HEIGHTS	Lee Rd	1	Street Can	1
MAPLE HEIGHTS	5251 Lee Rd	1	Street Can	1
MAPLE HEIGHTS	Lee Rd	1	Street Can	1
MAPLE HEIGHTS	17109 Mapleboro	1	Street Can	1

BID FORM 10

Disaster Management

The City of Maple Heights intends to be prepared to deal with the debris removal aspects of any natural or man-made disaster which generates significant amounts of debris that cannot be disposed of as part of the weekly service. Bidders shall supply a disaster management proposal including, but not limited to, a detailed scope of service and the costs associated with each level of service. The focus will be the prompt removal of both natural and man-made debris that is placed in or near the public right-of-way.

Included in this proposal should be a list of collection and waste disposal methods and a timeframe for response. A list of references for both the bidder and any proposed subcontractors should be included in the proposal. An explanation of general emergency waste collection experience and knowledge of FEMA reporting requirements should be delineated.

This service, and any associated costs, shall be initiated at the sole request of the City's request. Billing for these services shall be separate from all other billing.

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 City of Maple Heights, a municipal corporation in the County of Cuyahoga, State of Ohio (the “City”) with its offices located at 5353 Lee Road, Maple Heights, OH 44137 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 City may enter into written contracts with independent contractors for Residential Solid Waste Collection, Disposal and Recycling Services; and

WHEREAS, the City Council, pursuant to Resolution No. 2021-102, passed on September 1, 2021, authorized the City of Maple Heights to obtain bids for Residential Solid Waste Collection, Disposal and Recycling Services; and

WHEREAS, following publication of the Invitation to Bid in the Neighborhood News on September 22 and 29, 2021 and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal and Recycling Services on October 13, 2021, the Bid of the Contractor has been determined to be lowest and best;

WHEREAS, the City 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 City has considered the Bid; and the Council of the City, 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 City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City 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, 2022 and the term of this Agreement shall terminate on December 31, 2026.

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 City'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.

- 1. Residential Solid Waste Collection, Disposal and Recycling Services**
- 2. 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 at the facilities identified in the Bid or at additional facilities approved by the City.

- 3. Recycling Services**

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing at the facilities identified in the Bid or at additional facilities approved by the City. 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, box board and cardboard) and plastic bottles and jugs. In addition to any materials identified in the Bid Document, the Contractor may add supplemental materials to the recycling list.

If any charges are assessed to the Contractor for contaminated loads or excessive, the Collection Contractor shall notify the City within 48 hours of receiving the charge, so steps can be taken to address the contamination in conjunction with the Contractor.

4. Container Services

The Contractor must provide and service containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at the locations and frequency requested by the City, as set forth in the City's Invitation to Bid.

5. Customer Education

The Contractor will be responsible for providing Solid Waste and Recycling collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and mail to each Residential Unit served under this Contract, a brochure that contains the City-approved requirements for Solid Waste and Recycling Collection at the onset of the contract. Information to be included in the brochure shall include: the Contractor's 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 items, appliances, Freon-containing appliances and yard waste; complaints; 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 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 Director of Public Service for approval, no later than December 15, 2021 and shall mail the brochure following approval to each Residential Unit no later than December 25, 2021. Each year thereafter, PDF or social media will be used for the educational purpose.

6. Customer Service, Notification and Compliance

The Contractor will maintain a local office and local phone number to receive and respond to questions or complaints. The office 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.

Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City with copies of all tags left at each Unit pursuant to this section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to

between the City and the Contractor. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.

7. **Implementation Plan**

The Contractor shall submit to the City and certify: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles, make, year and model, and type of vehicle (diesel, CNG) sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Contractor's employees have been identified and completed training; (c) approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete; (e) that the Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

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

During the term, the City 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 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 8. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of July 29, 2021. 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 City 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 shall be compensated in bid price two and beyond. No increase may be passed-through pursuant to the above fee increase.

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

The Contractor must submit a quarterly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding quarter within ten (10) days of the preceding month. 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 City of Maple Heights for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the City's Director of Public Service.

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 100% of the first year price executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. 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 coverage's 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 City, provide City with original copies of the policies and all endorsements to any such policies.

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 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 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 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. 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 on-going basis, as such proofs expire. The Contractor shall hold the City 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 City, its members of council, employees, agents, officers and consultants (each an “Indemnitee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnitee 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 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 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 “Indemnitee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys’ fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the 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 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 expiration or earlier termination of this Agreement.

3. Indemnity Not Limited

In any and all claims against the City, 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 City.

ARTICLE VII: 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.

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 is a material term in such 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.

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 City of Maple Heights, attention Frank Consolo Law Director, at their respective addresses set forth below. Any change in address must be given in like manner.

CITY OF MAPLE HEIGHTS
5353 LEE ROAD
MAPLE HEIGHTS, OH 44137
ATTN: LAW DIRECTOR

INSERT CONTACT NAMES, ADDRESSES HERE)

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City 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 City, 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 City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

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

CITY OF MAPLE HEIGHTS

Name

Title

Signature

Date

Approved as to form:

Law Director

[CONTRACTOR NAME]

Name

Title

Signature

Date