

INVITATION TO BID

**Base Bid: Residential Solid Waste Collection and Disposal,
1st Alternate: Recycling Services
2nd Alternate: Automation (96 gallon/solid; 64 gallon/recycle)
3rd Alternate: Automation (64 gallon/solid; 64 gallon/recycle)**

ISSUED BY

The City of Parma Heights, Ohio

PRE-BID CONFERENCE

Date: November 15, 2011
Time: 11:00AM

BID OPENING

Date: December 8, 2011
Time: 12:00 PM

Location: Parma Heights City Hall
6281 Pearl Road
Parma Heights, OH 44130

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LEGAL NOTICE

The City of Parma Heights is inviting bids for Residential Solid Waste Collection and Disposal and alternate bids for both Curbside Collection of Recyclables and Recycling Services and Automated Solid Waste and Recyclable Collection (***“Refuse Collection and Disposal and Curbside Recycling Services”***) within the City of Parma Heights, Ohio.

It is the intention of the City that all ***“Refuse Collection and Disposal and Curbside Recycling Services”*** will be provided by one (1) hauler. Bid Documents can be obtained from the Finance Director’s Office located at Parma Heights City Hall, 6281 Pearl Road, Parma Heights, Ohio or by calling 440-884-9607 or on the city’s website at www.parmaheightsoh.gov.

There will be a pre-bid conference held on November 15, 2011 at 11:00AM at the Parma Heights City Hall, 6281 Pearl Road, Parma Heights, Ohio.

Sealed bids will **ONLY** be received at the Finance Director’s office located at the Parma Heights City Hall, 6281 Pearl Road, Parma Heights, Ohio until 12:00PM, on December 8, 2011 and will be opened publicly and read aloud at that time and place. Bidders must submit one (1) Bid in a sealed envelope clearly marked **“REFUSE COLLECTION AND DISPOSAL AND CURBSIDE RECYCLING SERVICES BID”**. Bids shall be valid for 180 days after the Bid opening date.

Each Bid must contain all Bid Forms and be accompanied by a separate Bid Bond in the name of the City of Parma Heights in the amount of ten percent (10%) of the Bid price as security that, if the Bid is accepted, a Contract will be entered into with the City in accordance with the terms and conditions of the Form of Contract contained within the Bid Documents.

No alternate bids will be accepted.

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. The City reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

Plain Dealer: (date: November 4, 2011)

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

A. The City of Parma Heights is issuing this Invitation to Bid for ***“Refuse Collection and Disposal and Curbside Recycling Services”***. The purpose of requesting bids is to contract with one hauler who will provide weekly curbside collection of residential solid waste and disposal of solid waste. In addition the following two alternate proposals shall be considered:

- Weekly residential curbside collection of recyclables, recycling processing; and
- Automation services providing each residential unit a 96 gallon or 64 gallon wheeled cart for solid waste and a 64 gallon wheeled cart for recyclable materials.

B. Qualified Bidders are invited to respond to the Invitation to Bid if they can provide weekly ***“Refuse Collection and Disposal and Curbside Recycling Services”*** within the City of Parma Heights. The total estimated number of Residential Units within the City is 6,140. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth below in **Section II: Scope of Services** and to fulfill all terms and conditions of the Form of the Contract.

C. After receiving the Bids, the City’s Administration will review all Bids and recommend a Successful Bidder to the City Council. The City shall execute a Contract with the Successful Bidder, substantially in the Form of the Contract contained in the Bid Documents. Bidders are advised that 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 solid waste collection 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 Michelle Teresi, Acting Director of Public Service, teresi@parmaheightsoh.gov to be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Instructions to Bidders and Bid Documents which, if issued, will be e-mailed to all prospective Bidders (at the respective e-mail numbers furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Bid Documents and will be available for inspection at City Hall.

E. The capitalized terms used throughout these Bid Documents are defined in **Exhibit A: Definitions**.

F. The term of the Contract will be approximately: fifty-nine (59) months with an option to extend the Contract for five consecutive one-year terms. The commencement date of the Contract will be February 1, 2012.

G. The total estimated annual tonnage of Solid Waste and Recyclables to be collected, and which is the subject of this Invitation to Bid from the estimated 6,140 Residential Units is listed below.

This information is provided for the Bidder's convenience only. The actual number of residential units and annual tonnage of Solid Waste and Recyclables to be collected will vary over time. The City does not guarantee the accuracy of this data.

Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials

<i>Type of Waste</i>	<i>Annual Tonnage</i>
Solid Waste	<i>8,195.76 (2009)</i>
Yard Waste	<i>1,109 (2010)</i>
Recyclables	<i>731 (2010)</i>

II. SCOPE OF SERVICES:

A. Collection of Solid Waste and Recyclables:

1. Service and Service Area

The Contractor shall collect, on a weekly basis, Residential Solid Waste (alternate: mixed recyclables) from each Residential Unit defined in Exhibit A.

2. Collection Frequency and Hours

Solid Waste Collection and Recycling Collection shall be provided on a weekly basis to each Residential Unit. Collection must take place between the hours of 7:00 a.m. to 7:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3. Collection Routes and Collection Days

It is the responsibility of the Contractor to establish collection routes and collection schedules for the City for the collection of Solid Waste (alternate: mixed recyclables). If the alternate bid for the collection of recyclables is awarded, collection of both Solid Waste and Recyclables must take place the same day.

The City's preferred collection days are Tuesday through Friday.

The Contractor must submit a map designating the proposed collection routes and collection schedule to the City for approval at least fifteen (15) days prior to the commencement date of the Contract. Once the scheduled routes are approved by the City, the Contractor shall notify each Residential Unit of the scheduled collection day through an informational brochure that contains the City-approved requirements for the Solid Waste Collection and Recycling Services (see **D. Customer Education** for additional information). The Contractor shall use its best efforts to provide collections at the same time each week. The Contractor may propose written changes in routes or the day of collection to the City for approval which may be accepted or rejected in writing the exercise of the sole discretion of the City. Upon the City's approval of any proposed change, the Contractor shall provide thirty (30) days advance written notice of the change to the affected Residential Units.

4. Collection Equipment
The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste (alternate: mixed recyclables) at the curb. All collection vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle. All vehicles must be kept in good repair and appearance and in sanitary condition at all times. 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. A rear mounted strobe light is required. Bidders must provide detailed information about its collection fleet on the **Bid Form 2: Collection Fleet Information**.
5. Automation
The Contractor may provide an alternate bid for automation services providing each residential unit a 96 gallon or 64 gallon wheeled cart for solid waste and a 64 gallon wheeled cart for recyclable materials.
6. Solid Waste to be Collected and Set Out Practices
The Contractor shall remove all Solid Waste at each Residential Unit with the exception of household hazardous waste, infectious waste, stable matter and loose yard waste.
7. Bulky Wastes
The Contractor shall collect all Bulky Wastes set out on the curb. Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in a residential container or 96 gallon wheeled cart (alternate bid). Items may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other household items and appliances.

Bulky waste shall be picked up on the regular collection day. Should automation be implemented, bulky waste may be designated for collection one (1) week per month.

Appliances and Freon-Containing Appliances

The Contractor shall collect and recycle all metal appliances (white goods) and shall provide the proper removal of any refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation, upon request, to verify the proper removal of refrigerant.

Appliances shall be picked up on the regular collection day. Should automation be implemented, appliances may be designated for collection one (1) week per month.

8. Yard Waste

The Contractor shall collect any yard waste on a weekly basis that has been cut, bundled, or bagged under the base bid contract. The City conducts its own leaf and brush collection program, which are left loose at the curb.

(Yard Waste Composting – Alternate 3) Should automation be implemented, yard waste shall be collected from the second week of April through the third week of November and the first two week of January. All yard waste (except for Christmas trees) shall be placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons (e.g. grass clippings) or bundled (e.g. branches). Bundles must be tied securely should not exceed 4 foot in length nor exceed 35 lbs. in weight.

9. Construction and Demolition Debris

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor shall pick up said materials as garbage or as Bulky Wastes, on the regular collection day. Should automation be implemented, construction and demolition debris may be designated for collection one (1) week per month.

10. Holidays

The following shall be holidays for the purposes of the Contract: New Years 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. In no way does the occurrence of a Holiday relieve the Contractor of his obligation to provide collection service at least once a week.

B. Solid Waste Transfer and Disposal Services:

1. The Contractor must dispose, or assure that all Solid Waste is disposed, in a licensed Solid Waste Landfill. The Contractor must identify the Solid Waste Transfer Station and the Solid Waste Landfill that will be used by the Contractor. This information is to be provided on the **Bid Form 5: Solid Waste Transfer and Disposal Facility Information**.

C. (Alternate Bid) Recycling Services:

1. Recyclables to be Collected and Set-Out Practices

Recyclables that shall be collected include, at a minimum, Residential Mixed Paper, old corrugated cardboard (OCC), aluminum, steel and bi-metal cans, glass bottles and jars, #1 & #2 plastics, white goods, and scrap metal. The City or Contractor may add additional materials to the recycling list.

2. Processing of Recyclables

The Contractor shall deliver all Recyclable Materials to an established Material Recovery Facility or Recycling Facility for processing. This facility must be identified on the **Bid Form 4: Recycling Processing Facility Information**.

D. Container Services:

The Contractor shall collect Solid Waste from the following locations and at the listed frequencies. The Contractor shall collect these containers based on the above mentioned frequency and within twenty-four (24) hours following a request from the City Service Director for an additional collection. These containers may be utilized by the City for unusual circumstances. The Contractor shall provide “per pull” pricing as set forth in **Bid Form: Container Services**.

Container Location	Container Size					Collection Frequency
Fire Department – 6184 Pearl Road	2-yard					Twice a week
Service Garage - 6184 Pearl Road					40-yard roll-off with compactor	As needed
Senior Center - 9275 North Church Drive			6- yard			Once every two weeks
Cassidy Theatre – 6200 Pearl Road		4- yard				Twice a week
Receptacles (28 street cans - various locations) and City Hall receptacle						Twice a week

E. Customer Education:

The Contractor, at Contractor’s sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, an informational brochure that contains the City-approved requirements for **“Refuse Collection and Disposal and Curbside Recycling Services”**. These informational brochures shall include: the Contractor’s local phone number, the day and estimated time of collection (a.m. to p.m.), a description of the Solid Waste and Recyclable Materials 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 **“Refuse Collection and Disposal and Curbside Recycling Services”** will be provided. The Contractor shall provide the City an additional two hundred 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 informational brochure to the City’s Administration, for approval, no later than December 28, 2011 and shall mail the informational brochure to each Residential Unit no later than January 13, 2012.

F. Customer Service and Notification:

1. The Contractor shall 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.

2. The Contractor shall equip each collection vehicle with cellular or radio communications capability to respond to a missed collection or complaints on the day collection service is provided.
3. All Resident complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed collection, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection within twenty-four (24) hours after the complaint is received.

G. Record Keeping and Billing:

1. Solid Waste and Recycling Tonnages
The Contractor must submit a monthly record of the total tonnage of Solid Waste collected (alternate: Recyclable Materials) for the preceding month. The report must be submitted with the monthly invoice to the City.
2. Complaint Log
The Contractor must submit a monthly complaint log which includes names, addresses, phone numbers, the date, the time and a brief description of the complaint and its resolution. The report must be submitted with the monthly invoice to the City for the preceding month. The City maintains the right to request a copy of the complaint log at any time.
3. Billing:
The Contractor shall invoice the City for services rendered at the close of each month and the City shall pay the Contractor on or before the 10th day following the end of such month. This invoice must be sent to the attention of Terrance Hickey, Finance Director, 6281 Pearl Road, Parma Heights, Ohio, 44130. Any fuel surcharges or adjustments must be applied in accordance with the fuel surcharge requirements as defined in the attached contract Section IV.6.

III. BID SUBMISSION REQUIREMENTS

- A.** All bids must be received on or before 12:00 PM on **December 8, 2011** at the Parma Heights City Hall, Finance Director's Office, 6281 Pearl Road, Parma Heights, OH 44130 and then at said office publicly opened and read aloud. Any Bid received after the time and date specified shall not be considered.

There will be a pre-bid meeting at the Parma Heights City Hall, Conference Room, 6281 Pearl Road, Parma Heights, OH 44130 City Hall on **November 15, 2011 at 11:00AM** for all potential bidders.

- B.** Bidders must submit one (1) original Bid and three (3) additional copies in a sealed envelope, addressed to the City of Parma Heights, Attn: Michelle Teresi. The envelope must be clearly marked with the name of the Bidder and that the enclosed Bid is for ***“Refuse Collection and Disposal and Curbside Recycling Services”***. If forwarded by mail, the sealed envelope containing the Bid must be marked “Bid Enclosed”.

- C.** Each Bidder shall submit a Bid based upon a contract period of not less fifty-nine (59) months with an option to extend the Contract for five (5) consecutive one (1) year terms. The commencement date of the Contract will be February 1, 2012. The Contract shall terminate on December 31, 2016 of the fifty-nine (59) month term with an option to extend the Contract for five consecutive one year terms upon written notice by the City to the Contractor.
- D.** Each Bid, to be considered responsive, must submit on the prescribed Bid Form(s) and include all requested attachments:
- Bid Bond:** A Bid Bond in the amount of 10% of the estimated price for contract year one
 - Bid Form 1:** Bidder Identification, Qualifications and References
 - Bid Form 2:** Collection Fleet Information
 - Bid Form 3:** General Collection Information
 - Bid Form 4:** Recycling Processing Facility Information
 - Bid Form 5:** Solid Waste Transfer and Disposal Facility Information
 - Bid Form 6:** Waste Collection and Recycling Services
 - Bid Form 7:** Container Services
 - Bid Form 8:** Bidders Representations and Warranties
 - Bid Form 19:** Non-Collusion Affidavit
 - Bid Form 10:** Personal Property Tax Affidavit
 - Bid Form 11:** W-9 Form
 - Bid Form 12:** DMA Form
 - Bid Form 13:** Current Ohio Worker's Compensation Certificate
 - Bid Form 14:** Form of Bid Bond
- E.** 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. The name, address, telephone, fax numbers and e-mail addresses to which communications regarding the Bid are to be directed must be provided on a cover sheet to the Bid.
- F.** Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such Bid) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each Bid by a corporation must include the Corporate Affidavit. Each corporate Bidder must also submit evidence of good standing in the Bidder's state of incorporation and that the Bidder is qualified to conduct business in the State of Ohio. If the Bidder is not qualified to conduct business in the State of Ohio, the Bidder must represent and warrant to the City that such Bidder will take all necessary steps to qualify to conduct business in Ohio if the Bidder is the Successful Bidder. The failure of a Bidder to submit, within fourteen (14) days of Notice of Award, evidence of its qualification to conduct business within the State of Ohio may, at the election of the City, terminate the Bid award and surrender the Bid Bond or other Bid security to the City of Parma Heights.

- G. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the Bid must accompany the Bid. The official address of the partnership must be shown below the signature.
- H. Attorneys-in-fact who sign any Bid Documents must include with the Bid a copy of the valid power of attorney.
- I. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the City of Parma Heights offices at any time prior to the Bid opening.

IV. **BID EVALUATION:**

- A. 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 ***“Refuse Collection and Disposal and Curbside Recycling Services”***. 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. A Bid will be considered responsive if it contains all the completed Bid Forms and Bid Bond required by the Bid Documents.
- B. The City reserves the right to: (i) reject any and all Bids; (ii) reject any part or parts of any Bid; (iii) waive any informalities or irregularities in the Bid; and (iv) reject any Bid not prepared and submitted in accordance with these Instructions to Bidders. All Bids will be evaluated to determine if the Bidder is responsive.
- C. The City will evaluate all responsive Bids to determine which Bid represents the lowest and best Bid. The factors considered when determining the lowest and best Bid include the following:
 - 1. The sum of the effect of the prices bid for ***“Refuse Collection and Disposal and Curbside Recycling Services”*** as provided on the **Bid Forms**. The total cost will be calculated based on the number of residential dwellings, 2009 disposal tonnage and 2010 recycling tonnage.
 - 2. The experience and qualifications of the Bidder.

V. **BID RECOMMENDATION AND AWARD:**

- A. The City Administration will evaluate the Bids and submit a recommendation to the City Council for its consideration. The City will award a contract to the Bidder the City determines submitted the lowest and best bid. The Successful Bidder will be required to enter into a Contract with the City. The Contract will be in substantially the form as provided in **Exhibit F: Form of Contract**

- B. The Successful Bidder is required to return an acknowledged copy of the Notice of Award and to execute the “*Refuse Collection and Disposal and Curbside Recycling Services*” Agreement within ten (10) calendar days from the date of the Notice of Award.
- C. Unless waived by the City, the Successful Bidder, within ten (10) days after receiving Notice of Award, shall furnish and maintain for the term and each renewal term of the Contract, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond to the City shall be in an amount specified by the City the condition of which shall be the full and complete execution and performance of the Contract. The entire cost of the bond(s) shall be paid for by the Contractor. The Performance Bond shall be in essentially the form as found in **Exhibit C: Form of Performance Bond**.

VI. BID CONTACT:

Questions regarding this Invitation to Bid should be directed electronically to the Director of Public Service, Michelle Teresi, teresi@parmaheightsoh.gov.

BID FORM 1
Bidder Identification, Qualifications 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: _____ Fax: _____
E-mail: _____

References:

Provide three (3) references of current customers receiving similar services as described in this Invitation to Bid.

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
Collection Fleet and Container Information

Provide the following information in the space below or attach additional pages if needed:

1. Describe company (corporate) qualifications, experience and capacity to perform the ***“Refuse Collection and Disposal and Curbside Recycling Services”*** and identify the management employees who will supervise performance of the Contract and describe their experience or provide resumes. This information will enable the City to judge the responsibility, experience, and capability of the Bidder.

2. Indicate the number, type and gross vehicle weight of vehicles the Bidder proposes to use to collect Solid Waste, Recyclables, Bulk Waste and Yard Waste. Indicate whether vehicles used for ***“Refuse Collection and Disposal and Curbside Recycling Services”*** are or will be equipped to provide automated collection. Attach to this form, photographs of the vehicles and the Wheeled Carts the Bidder proposes to use in performing the services requested. Also specify the colors that the City may select to identify the difference between the 96 or 64 Gallon Wheeled Cart for Solid Waste and the 64 Gallon Wheeled Cart for Recyclable Materials.

3. Describe the procedure that the Bidder will utilize to assure that source separated Recyclable Materials are not disposed with or as Solid Waste.

BID FORM 4

Recycling Processing Facility Information

Identify the facility the Bidder will use to process Recyclable Materials during the term and potential extension terms of the Contract.

RECYCLING PROCESSING FACILITY

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

Yard Waste Compost Facility Information

Identify the facility the Bidder will use to process yard waste during the term and potential extension terms of the Contract.

YARD WASTE COMPOST FACILITY

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

BID FORM 5
Solid Waste Transfer and Disposal Facility Information

Identify the Solid Waste Transfer Station and Landfill that will be used to manage Solid Waste from the City for the term and possible extensions of the Contract.

SOLID WASTE TRANSFER STATION

If a Solid Waste Transfer Station will be used to receive Solid Waste and/or Recyclable Materials in the performance of this Contract, complete the following information for that facility.

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

SOLID WASTE LANDFILL

Complete the following information regarding the Solid Waste Landfill that will receive the Solid Waste collected from the City.

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

BID FORM 6
Residential Solid Waste Collection, Disposal and Recycling Service

Excel sheet provided

BID FORM 7
Container Services

Indicate the cost per “pull” to be charged to the City for City dumpster or roll-off service. Also indicate cost for the disposal of various receptacles throughout the City.

Dumpster or Roll-Off Size	Per Pull Cost
40-yard roll-off with compactor Service Garage (as needed)	
6-yard Senior Center (once every two weeks)	
4-yard Cassidy Theatre (twice per week)	
2-yard Fire Department (twice per week)	

Various Receptacles	Cost per week
28 various receptacles throughout the City (pickup twice per week)	
City Hall Refuse (pickup twice per week)	

BID FORM 8
Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the City the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the ***“Refuse Collection and Disposal and Curbside Recycling Services”*** requested.
3. Bidder will provide ***“Refuse Collection and Disposal and Curbside 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 ***“Refuse Collection and Disposal and Curbside Recycling Services”***.
4. Bidder shall 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 ***“Refuse Collection and Disposal and Curbside 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, Recyclable Material Processing Facility or legitimate Recycling Facility and Compost Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term and any potential extension of the Contract.

Signature

Printed Name, Title

Date

BID FORM 9
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 shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or any one 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 _____, 2011.

Seal of Notary

Notary Public

BID FORM 10
Personal Property Tax Affidavit

STATE OF OHIO
COUNTY OF _____, SS:

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

(Title and Name of company)

And that he/she or _____
(Name of company)

was:

(1) Not charged with any delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, at the time of submitting the Bid for ***“Refuse Collection and Disposal and Curbside Recycling Services”***.

(OR)

(2) Charged with delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, at the time of submitting the Bid for ***“Refuse Collection and Disposal and Curbside Recycling Services”*** and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught

COMPANY

AFFIANT and TITLE

Sworn to before me, a Notary Public, this ____ day of _____, 2011

Notary Public

My Commission Expires:

BID FORM 11
Taxpayer Identification
(Attached)

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do NOT
send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see Specific Instructions on page 2.)		
	Business name, if different from above. (See Specific Instructions on page 2.)		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	Requester's name and address (optional)	
	Address (number, street, and apt. or suite no.)	City, state, and ZIP code	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Social security number								

OR

Employer identification number								

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶	Date ▶
-----------	-------------	--------

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

BID FORM 12

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME	FIRST NAME	MI	
HOME ADDRESS			
CITY	STATE	ZIP	COUNTY
HOME PHONE		WORK PHONE	

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME	PHONE		
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? Yes No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? Yes No

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced above.

APPLICANT SIGNATURE

DATE

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.

- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.

- Department of Public Safety Divisions: Administration
Ohio Bureau of Motor Vehicles

Ohio Emergency Management Agency Ohio Emergency Medical Services
Ohio Homeland Security* Ohio Investigative Unit Ohio Criminal Justice Services Ohio State Highway Patrol

- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

BID FORM 13

**INSERT
CURRENT OHIO WORKER'S COMPENSATION CERTIFICATE HERE**

BID FORM 14

**INSERT
BID BOND HERE**

EXHIBIT A:
Definitions

“**Appliances**” means all metal white goods.

“**Bid**” means a price submitted to the City in response to the Invitation to Bid for “***Refuse Collection and Disposal and Curbside Recycling Services***” as described in the Bid Documents.

“**Bid Bond**” means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for “***Refuse Collection and Disposal and Curbside Recycling Services***” will be entered into by the Bidder with the City.

“**Bidder**” means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide “***Refuse Collection and Disposal and Curbside Recycling Services***”.

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

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

“**Bulky Waste**” means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential container or 96 Gallon Wheeled Cart (alternate), (stoves, water tanks, washing machines, furniture, mattresses and other household items and appliances).

“**City**” means the City of Parma Heights.

“**City Offices**” and “**City Hall**” mean the Offices of the City of Parma Heights, 6281 Pearl Road, Parma Heights, OH, 44130.

“**City Service Center**” means the City Service Garage located at 6184 Pearl Road, Parma Heights, OH 44130.

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

“**Commencement Date**” means the first day of the first week during which the “***Refuse Collection and Disposal and Curbside Recycling Services***” shall commence.

“**Construction and Demolition Debris**” means waste building materials resulting from construction, remodeling, repair or demolition and generated by a Residential Unit.

“**Container Services**” means the provision of dumpsters or roll-off containers to collect Solid Waste and/or Recyclables from public facilities such as city hall, service center and community center.

“**Contract or Form of Contract**” means the agreement for “***Refuse Collection and Disposal and Curbside Recycling Services***” entered into by and between the Successful Bidder and the City.

“**Contractor**” means the individual or entity selected as the Successful Bidder and executes the Contract to provide the “***Refuse Collection and Disposal and Curbside Recycling Services***”.

“Curbside” 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 shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide the proper removal of any refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation, upon request, to verify the proper removal of refrigerant.

“Fuel Price Adjustment” means an increase or decrease, based on the procedure specified in the Contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

“Governmental Fees” means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

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

“Invitation to Bid” means the request of the City for **“Refuse Collection and Disposal and Curbside Recycling Services”**.

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

“Material Recovery Facility” or “Recycling Facility” means a facility that sorts and processes Mixed Recyclable Materials to prepare them for processing and remanufacture as a product sold in commerce.

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

“Notice to Proceed” means written notice from the City to commence the **“Refuse Collection and Disposal and Curbside Recycling Services”**.

“Qualifications Statement” means the statement provided by the Bidder that details the Bidder’s experience in performing work similar to those described in the Bid Documents and includes the names and experience of the management employee(s) who have been identified by the Bidder as the management employee(s) responsible for the supervision of the delivery of the **“Refuse Collection and Disposal and Curbside Recycling Services”**.

“Recyclables” or “Mixed Recyclables” or “Recyclable Materials” shall include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars (excluding mirrors, vehicle windshields, light bulbs, clay pots, laboratory glass, crystal, ceramics, window glass, heat resistant ovenware, opaque/milk glass and drinking glass), PETE and HDPE plastic, and corrugated cardboard.

“Recycling Rebate” means the per ton price, if any, the Contractor agrees to pay to the City as a credit against the Contractor’s invoice to the City as compensation for the value of the Recyclable Materials.

“Recycling Services” means the curbside collection of recyclables and recycling processing services provided by a Material Recovery Facility of Recycling Facility that sorts and prepares recyclable materials for remanufacture as products sold in commerce.

“Resident” means the adult occupant, owner or tenant of a Residential Unit.

“Residential Container” means a receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance by vector. The mouth of residential container shall have a diameter greater than or equal to that of the base. The weight of a residential container and its contents shall not exceed 50 pounds.

“Residential Unit” means a dwelling within corporate limits of the City of Parma Heights occupied by a person or group of persons and multiple dwelling units where units have private means of egress.

A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereof. A dwelling, whether single or multi-level construction, shall be treated as a residential unit. Commercial properties and industrial properties are not included under this contract.

In the event a dispute arises between the contractor and the service director as to what will or will not be removed from a dwelling or multiple dwellings, the Mayor shall be the sole judge as to what is to be done, taking into consideration the practices of good standard health requirements as required by City Ordinances and Ohio State Health Law.

“Residential Solid Waste” means that portion of Solid Waste generated from Residential Units and does not include separated Recyclable Materials, hazardous waste or infectious waste.

“Residential Solid Waste Collection, Disposal and Recycling Services” means the collection at the Curb of all Solid Waste and Recyclable Materials from all single-family dwellings and all multiple family dwellings which do not share a common entrance, within the City; and, the disposal of the Solid Waste collected in a licensed Solid Waste Landfill and the processing of the Recyclable Materials collected at a Material Recovery Facility or legitimate Recycling Facility.

“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” means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the disposal of Solid Waste.

“Solid Waste Transfer Station” means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City for the subsequent transportation to a Solid Waste Landfill.

“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.

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

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

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

EXHIBIT B:
CITY MAP

EXHIBIT C:
FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as principal ("Principal"), and _____, as surety ("Surety"), are hereby held and firmly bound unto the City of Parma Heights, Ohio, in the penal sum of Ten Percent (10%) of the amount of the bid, lawful money of the United States. For the payment of such sum to be made, the Principal and Surety bind their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the ____ day of _____, 2011, submits a bid to the City of Parma Heights, Ohio for ***“Refuse Collection and Disposal and Curbside Recycling Services”***.

NOW, THEREFORE, if the bid of the Principal for ***“Refuse Collection and Disposal and Curbside Recycling Services”*** is accepted by the City of Parma Heights, Ohio, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Agreement (as defined in the Bid Documents) with the City of Parma Heights, Ohio in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Agreement. If the bid of the Principal is not accepted by the City of Parma Heights, Ohio, then the above obligation will be void and of no effect. If the bid of the Principal is accepted, but the Principal fails to enter into such Agreement or give such bond within the time specified, then the above obligation will remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this bond under their several seals, if any, this ____ day of _____ 2011, by their respective representatives, pursuant to authority of their respective governing bodies.

(Name of Principal)*

By: _____

Its: _____

Address: _____

Affix Corporate Seal

(Name of Corporate Surety)*

By: _____

Its: _____

Address: _____

Affix Corporate Seal

* The Principal shall fill out the appropriate form, as follows, indicating legal status of the Principal and shall strike out the other two forms.

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 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 bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Bond; that _____, who signed the 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 Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)
Approved as to form:

Date: _____

EXHIBIT D:
FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____, Ohio for \$ _____
(_____ Dollars), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the _____, Ohio (OWNER), dated the ____ day of _____, 200__, a copy of which is hereto attached and made a part hereof, for the Collection, Transportation and Delivery for ***“Refuse Collection and Disposal and Curbside Recycling Services”***.

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

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to be performed there under or the specifications accompanying the same shall in any way affect its obligation on the Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each WHICH shall be deemed an original, this _____ day of _____, 200__.

ATTEST:

(Principal)

(Principal) Secretary

(SEAL)

(Witness as to Principal)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

(SEAL)

(Witness as to Surety)

(Address)

(Address)

By: _____

By: _____

(Attorney-In-Fact)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute Bond. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

EXHIBIT E:
NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: “Refuse Collection and Disposal and Curbside Recycling Services”.
The City of Parma Heights, Ohio has considered the bid submitted by you for the above described project in response to the Legal Notice to Bidders dated _____, 2011, and Instructions to Bidders.

You are hereby notified that your bid to provide “**Refuse Collection and Disposal and Curbside Recycling Services**” to the City of Parma Heights, Ohio has been accepted. Unless extended, the term of the Agreement shall be for 59 months. The Agreement shall commence at 12:01 a.m., February 1, 2012 and expire at midnight December 31, 2016 with an option to extend the Contract for five consecutive one-year terms. Costs for the Residential Solid Waste Collection, Disposal and Recycling Services and applicable Governmental Fees, at the commencement of the Agreement shall be as follows:

1. Base Bid: Curbside Solid Waste and Disposal Services
\$ _____ per Residential Unit per month, \$ _____ Disposal cost per ton
2. Alternate 1: Recyclable Materials Collection and Processing
\$ _____ per Residential Unit per month, Recycling rebate: \$ _____ per ton
3. Alternate 2: Solid Waste (96-Gal or 64 Gal Wheeled Cart) and Recyclable Materials (64-Gal Wheeled Cart)
\$ _____ Solid Waste per Residential Unit per month, \$ _____ Disposal cost per ton
\$ _____ Recyclables per Residential Unit per month, Recycling rebate: \$ _____ per ton
4. Alternate 3: Solid Waste (96-Gal or 64-Gal Wheeled Cart) and Recyclable Materials (64-Gal Wheeled Cart), Yard Waste collected separately
\$ _____ Solid Waste per Residential Unit per month, \$ _____ Disposal cost per ton
\$ _____ Recyclables per Residential Unit per month, Recycling rebate: \$ _____ per ton
\$ _____ Yard Waste per Residential Unit per month

You are required by the Instructions to Bidders to return an acknowledged copy of this Notice of Award and to execute the Agreement within ten (10) calendar days from the date of this notice to you. If you fail to execute said Agreement within ten (10) days from the date of this Notice of Award, The City of Parma Heights, Ohio will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned. The City of Parma Heights, Ohio will be entitled to such other rights as may be granted by law.

Dated this _____ day of _____, 20__.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

this _____ day of _____, 20__.

By: _____
Title: _____

EXHIBIT F:
NOTICE TO PROCEED

To:

PROJECT DESCRIPTION: “*Refuse Collection and Disposal and Curbside Recycling Services*”.

You are hereby notified to commence the “*Refuse Collection and Disposal and Curbside Recycling Services*” in accordance with the Contract dated _____, 2011, on or before February 1, 2012 and you are to continue to provide the Residential Solid Waste Collection, Disposal and Recycling Services until midnight, December 31, 2016 with an option to extend the Contract for five consecutive one-year terms.

By: _____

Dated: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____ this

_____ day of _____, 200__

By: _____

Title _____

EXHIBIT G:
PROPOSED FORM OF CONTRACT FOR RESIDENTIAL SOLID WASTE COLLECTION,
DISPOSAL AND RECYCLING SERVICES

THIS AGREEMENT (the “Agreement”) for “*Refuse Collection and Disposal and Curbside Recycling Services*” and for similar services for the City of Parma Heights for Solid Waste and Recyclable Materials generated and collected within the City of Parma Heights and at the City Service Center is entered into by and between the City of Parma Heights, a City in the County of Cuyahoga, State of Ohio (the “City”) with its offices located at 6281 Pearl Road [insert contractor name and address] (the “Contractor”).

WITNESSETH

WHEREAS, the City, pursuant to a Motion adopted on _____, 2011, which authorized the City to obtain bids for “*Refuse Collection and Disposal and Curbside Recycling Services*”; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on, _____, 2011 and, _____, 2011, and the opening and consideration of the Bids received for “*Refuse Collection and Disposal and Curbside Recycling Services*”, the Bid of the Contractor has been determined by the Community Affairs Committee to be responsive and recommended that the Bid of the Contractor be accepted as the lowest and best Bid as defined in the Bid Documents; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to Resolution _____ which approved the Contract and authorized _____ 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

1. **Defined Terms**. The capitalized terms used herein shall be defined as shown in Exhibit A, which is attached hereto and incorporated herein by reference.

ARTICLE II – TERM AND RENEWAL TERMS

1. **Term.** This Agreement shall be effective upon the date last signed below. The Commencement Date for “*Refuse Collection and Disposal and Curbside Recycling Services*” is – February 1, 2012 and the initial term of this Agreement shall terminate on December 31, 2016 unless renewed and extended as provided herein.
2. **Renewal Terms.** The City shall have the option to renew and extend this Agreement for five (5) consecutive one-year terms ending on December 31, 2021. The City shall provide written notice to the Contractor of the City’s decision to renew and extend this Agreement on or before October 1 of the year preceding each option year.

ARTICLE III – STATEMENT OF WORK

1. **Residential Solid Waste and Recycling Collection:**
 - a. Provide weekly curbside collection of Residential Solid Waste to all qualifying Residential Units in the City;
 - b. Provide weekly curbside collection of Residential Recycling to all qualifying Residential Units in the City (alternate bid);
 - c. Complete curbside collection on Tuesday through Friday between the hours of 7:00 a.m. to 7:00 p.m., except when a Federal holiday falls during the same week, when collection will be made the following business day;
 - d. Establish the collection routes and collection schedules for the City;
 - e. Provide either one (1) 96-Gallon or 64 Gallon Wheeled Cart for Residential Solid Waste and one (1) 64-Gallon Wheeled Cart for Recycling at each Residential Unit (alternate bid);
 - f. Collect and recycle all Appliances and Freon-Containing Appliances;
 - g. Collects and manages all Bulky Waste, Yard Waste and Construction and Demolition Debris as set forth in the Invitation To Bid.
2. **Solid Waste Transfer and Disposal:**
 - a. Transport all Solid Waste to a licensed Solid Waste Transfer Facility or Solid Waste Landfill.
3. **Recycling Services:**
 - a. Deliver all source-separated Recyclable Materials to a Material Recovery Facility(s) or legitimate Recycling Facility(s) for processing.
4. **Container Services:**
 - a. Provide and collect Solid Waste and/ or Recyclables from specified cubic yard containers located at municipal facilities including the Parma Heights Service Garage, Senior Center, City Hall, Cassidy Theater and all street receptacles on Pearl Road, York Road, Snow Road, West 130th and City Hall. The Contractor shall collect these containers as specified each week and within twenty-four (24) hours following a request from the City Service Director for an additional collection.

5. **Customer Education:**

- a. Prepare and mail at Contractor's sole cost and expense, an annual informational brochure that contains the City-approved requirements for the Solid Waste Collection and Recycling Services. These brochures shall include: the Contractor's local phone number, the day and estimated time of collection (a.m. to p.m.), a description of the Solid Waste and Recyclable Materials 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 "***Refuse Collection and Disposal and Curbside Recycling Services***" will be provided. The Contractor shall provide the City an additional two hundred (200) 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 informational brochure to the City's Administration for approval, no later than December 28, 2011 and shall mail the informational brochure to each Residential Unit no later than January 13, 2011.

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 "***Refuse Collection and Disposal and Curbside Recycling Services***", the following amounts according to the following schedule. These prices include all local, county and state governmental fees assessed on solid waste disposed in a sanitary landfill in Ohio as of February 1, 2012.

(Insert price sheets here)

2. **Price Includes All Costs, Including Governmental Fees.**

The price per ton for "***Refuse Collection and Disposal and Curbside Recycling Services***" 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 and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste.

3. **Record Keeping.**

a. **Solid Waste and Recycling Tonnages**

The Contractor must submit a monthly record of the total tonnage of Solid Waste collected and the total tonnage of Recyclable Materials collected for the preceding month. The report must be submitted with the monthly invoice to the City.

b. **Complaint Log**

The Contractor must submit a monthly complaint log which includes names, addresses, phone numbers, the date, the time and a brief description of the complaint and its resolution. The report must be submitted with the monthly invoice to the City for the preceding month. The City maintains the right to request a copy of the complaint log at any time.

4. **Billing Service and Payment.**

The Contractor shall invoice the City for services rendered at the close of each month and the City shall pay the Contractor on or before the 10th day following the end of such month. This invoice must be sent to the attention of Terrance Hickey, Director of Finance.

5. **Municipal income Tax**

Individuals working within the City of Parma Heights shall pay municipal payroll withholding income tax to the City of Parma Heights based upon the number of days and actual time the persons are physically within the corporate limits of the City of Parma Heights

6. **Fuel Adjustment in Price Per Ton.**

The Contractor may apply a fuel adjustment if the price of fuel increases or decreases over the established *base price* during the term of this contract. The fuel adjustment must be applied, as a separate line item on the invoice.

The established base price of diesel fuel is \$_____ per U.S. gallon. This was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) *Midwest On-Highway Retail Diesel Price*.

Any fuel adjustment must be applied, as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*. The fuel adjustment may only be applied if the price of diesel increases or decreases from the base price of \$_____ per gallon as posted for the last week of the billing period.

One example of a fuel adjustment calculation is as follows:

The adjustment equals 0.5 % for every \$.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or decrease is within the range posted on the table, then a fuel adjustment may not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice.

FUEL ADJUSTMENT TABLE	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.00 - \$2.09	Sample Base Price
\$2.10 - \$2.19	0.50%
\$2.20 - \$2.29	1.00%
\$2.30 - \$2.39	1.50%
\$2.40 - \$2.49	2.00%

FUEL ADJUSTMENT TABLE	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.50 - \$2.59	2.50%
\$2.60 - \$2.69	3.00%
\$2.70 - \$2.79	3.50%
\$2.80 - \$2.89	4.00%
\$2.90 - \$2.99	4.50%
\$3.00 - \$3.09	5.00%
\$3.10 - \$3.19	5.50%
\$3.20 - \$3.29	6.00%
\$3.30 - \$3.39	6.50%
\$3.40 - \$3.49	7.00%
\$3.50 - \$3.59	7.50%
\$3.60 - \$3.69	8.00%
\$3.70 - \$3.79	8.50%
\$3.80 - \$3.89	9.00%
\$3.90 - \$3.99	9.50%

Fuel adjustment formula will continue to be applied at the same incremental ration if the fuel price continues to rise above \$4.00 per gallon or below \$2.00 per gallon.

ARTICLE V: PERFORMANCE BOND AND INSURANCE

1. **Performance Bond**

The Contractor shall, at its own expense, furnish a performance bond calculated as follows: _____ [insert the monthly price for “*Refuse Collection and Disposal and Curbside Recycling Services*” as shown on Exhibit ____ for the term specified.] The amount of the Performance Bond shall be equal to the monthly price multiplied by 6,140 multiplied by fifty-nine (59) the number of months for the term of the Contract with an option to extend the Contract for five consecutive one-year terms. The performance bond shall be substantially in the form of performance bond included in Exhibit B, which is attached hereto and incorporated herein by reference.

2. **Insurance**

The Contractor shall at all times during the Contract maintain in full force an effect the insurance coverage’s listed below, including contractual liability coverage arising hereunder. All insurance shall be issued by insurers and for policy limits acceptable to the City, and the Contractor shall furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. The certificates shall include the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal or material modification affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.”

Contractor shall 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 shall 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 shall 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 shall 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 shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall 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 shall 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.

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
Workers' Compensation	Statutory limits
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.

ARTICLE VI: INDEMNIFICATION

1. **Environmental Indemnity**

The Contractor shall indemnify, defend, and hold the City, its members of council, employees, agents, officers and consultants (each a “City Indemnity”) 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 City Indemnity 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 City Indemnity shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

2. **General Indemnity**

The Contractor shall indemnify, defend, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) 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 City Indemnity may hereafter incur, become responsible for, or pay out for or resulting from the performance of ***“Refuse Collection and Disposal and Curbside 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 shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any City Indemnity shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

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 shall 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 shall 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 Solid Waste Collection, Disposal 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 ***“Refuse Collection and Disposal and Curbside Recycling Services”*** will be available to the City and its Residents.

2. **Contractor Breach: Opportunity to Cure and Termination.**

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City shall provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. 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 to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, shall have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same 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 obtain cover, the effective date of the termination may be delayed by the City until it shall have completed the process of obtaining a substitute service provider to provide the ***“Refuse Collection and Disposal and Curbside Recycling Services”*** required herein. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement.

3. **Termination for Excessive Fuel Price Adjustment.**
In the event that the Fuel Price Adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit for “*Refuse Collection and Disposal and Curbside Recycling Services*” by an amount equal to or greater than the initial price per Residential Unit accepted by the City, in the exercise of its sole discretion, may terminate this Agreement, without liability to the Contractor, and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII. MISCELLANEOUS

1. **Bid Form**
The Price Bid Form(s) attached hereto as Exhibit C, are incorporated by reference herein hereof. In the event of any conflict between the Bid Form(s) and a provision of this Agreement, this Agreement shall control.
2. **Entire Agreement**
This Agreement 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.
3. **Notices**
Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the City, attention Michelle Teresi, Acting Director of Public Service, at their respective addresses set forth above. Any change in address must be given in like manner.
4. **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 shall be effective unless in writing signed by the City and the Contractor.
5. **Applicable Law**
This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.
6. **Unenforceable Provision**
If any provision of this Agreement is in any way unenforceable, such provision shall 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.

7. **Binding Effect**

This Agreement shall be binding upon and shall 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.

8. **Rights or Benefits**

Nothing herein shall 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 and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

WITNESSES

CITY OF PARMA HEIGHTS

Michael P. Byrne
Mayor

Date

Contractor Name

Name, Title

Contract Attachment A:
Definitions

“**Appliances**” means all metal white goods.

“**Bid**” means a price submitted to the City in response to the Invitation to Bid for “***Refuse Collection and Disposal and Curbside Recycling Services***” as described in the Bid Documents.

“**Bid Bond**” means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for “***Refuse Collection and Disposal and Curbside Recycling Services***” will be entered into by the Bidder with the City.

“**Bidder**” means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide “***Refuse Collection and Disposal and Curbside Recycling Services***”.

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

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

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

“**City**” means the City of Parma Heights.

“**City Offices**” and “**City Hall**” mean the Offices of the City of Parma Heights, 6281 Pearl Road, Parma Heights, OH, 44130.

“**City Service Center**” means the City Service Garage located at 6184 Pearl Road, Parma Heights, OH 44130.

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

“**Commencement Date**” means the first day of the first week during which the “***Refuse Collection and Disposal and Curbside Recycling Services***” shall commence.

“**Construction and Demolition Debris**” means waste building materials resulting from construction, remodeling, repair or demolition and generated by a Residential Unit.

“**Container Services**” means the provision of dumpsters or roll-off containers to collect Solid Waste and/or Recyclables from public facilities such as city hall, service center and community center.

“**Contract or Form of Contract**” means the agreement for “***Refuse Collection and Disposal and Curbside Recycling Services***” entered into by and between the Successful Bidder and the City.

“Contractor” means the individual or entity selected as the Successful Bidder and executes the Contract to provide the ***“Refuse Collection and Disposal and Curbside Recycling Services”***.

“Curbside” 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 shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide the proper removal of any refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation, upon request, to verify the proper removal of refrigerant.

“Fuel Price Adjustment” means an increase or decrease, based on the procedure specified in the Contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

“Governmental Fees” means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

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

“Invitation to Bid” means the request of the City for ***“Refuse Collection and Disposal and Curbside Recycling Services”***.

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

“Material Recovery Facility” or “Recycling Facility” means a facility that sorts and processes Mixed Recyclable Materials to prepare them for processing and remanufacture as a product sold in commerce.

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

“Notice to Proceed” means written notice from the City to commence the ***“Refuse Collection and Disposal and Curbside Recycling Services”***.

“Qualifications Statement” means the statement provided by the Bidder that details the Bidder’s experience in performing work similar to those described in the Bid Documents and includes the names and experience of the management employee(s) who have been identified by the Bidder as the management employee(s) responsible for the supervision of the delivery of the ***“Refuse Collection and Disposal and Curbside Recycling Services”***.

“Recyclables” or “Mixed Recyclables” or “Recyclable Materials” shall include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars (excluding mirrors, vehicle windshields, light bulbs, clay pots, laboratory glass, crystal, ceramics, window glass, heat resistant ovenware, opaque/milk glass and drinking glass), PETE and HDPE plastic, and corrugated cardboard.

“Recycling Rebate” means the per ton price, if any, the Contractor agrees to pay to the City as a credit against the Contractor’s invoice to the City as compensation for the value of the Recyclable Materials.

“Recycling Services” means the curbside collection of recyclables and recycling processing services provided by a Material Recovery Facility of Recycling Facility that sorts and prepares recyclable materials for remanufacture as products sold in commerce.

“Resident” means the adult occupant, owner or tenant of a Residential Unit.

“Residential Container” means a receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance by vector. The mouth of residential container shall have a diameter greater than or equal to that of the base. The weight of a residential container and its contents shall not exceed 50 pounds.

“Residential Unit” is defines as a dwelling within the corporate limits of the City of Parma Heights occupied by a person or group of persons and multiple dwelling units where units have a private means of egress.

A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereof. A dwelling, whether single or multi-level construction, shall be treated as a residential unit. Commercial properties and industrial properties are not included under this contract.

In the event a dispute arises between the contractor and the service director as to what will or will not be removed from a dwelling or multiple dwellings, the Mayor shall be the sole judge as to what is to be done, taking into consideration the practices of good standard health requirements as required by City Ordinances and Ohio State Health Law.

“Residential Solid Waste” means that portion of Solid Waste generated from Residential Units and does not include separated Recyclable Materials, hazardous waste or infectious waste.

“Residential Solid Waste Collection, Disposal and Recycling Services” means the collection at the Curb of all Solid Waste and Recyclable Materials from all single-family dwellings and all multiple family dwellings which do not share a common entrance, within the City; and, the disposal of the Solid Waste collected in a licensed Solid Waste Landfill and the processing of the Recyclable Materials collected at a Material Recovery Facility or legitimate Recycling Facility.

“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” means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the disposal of Solid Waste.

“Solid Waste Transfer Station” means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City for the subsequent transportation to a Solid Waste Landfill.

“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.

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

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

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

Contract Attachment B: Performance Bond
Attach Here