

INVITATION TO BID ("ITB")
Residential Solid Waste Collection, Disposal and Recycling Services

ISSUED BY
City of Richmond Heights
August 30, 2018

PRE-BID MEETING
September 10, 2018
11:00 a.m.
City Hall (Council Caucus Room)
26789 Highland Road
Richmond Heights, OH 44143

BID OPENING
September 14, 2018
12:00 noon
City Hall (Council Caucus Room)
26789 Highland Road
Richmond Heights, OH 44143

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LEGAL NOTICE

The City of Richmond Heights is inviting bids for Residential Waste Collection and Recycling Services within the City of Richmond Heights, Ohio. Bid Documents can be obtained from the Mayor's Office located at 26789 Highland Road, Richmond Heights, OH 44143 or on the City's website - www.richmondheightsohio.org.

Sealed bids will ONLY be received at the Mayor's Office located at 26789 Highland Road, Richmond Heights, Ohio until 12:00 noon on Friday, September 14, 2018, and will be opened publicly and read aloud at that time and place. A Bidder must submit one (1) original and two (2) duplicate copies of its bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID." Bids shall be valid for sixty (60) days after the bid opening date.

Each bid must contain all bid forms and be accompanied by separate bid bond in the name of the City of Richmond Heights in the amount of five percent (5%) of the first year bid price (waste collection only) as security that if the bid is accepted a contract will be entered into with the City in accordance with the terms and conditions of the Form of Contract contained within the Bid Documents. 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.

There will be a pre-bid meeting on Monday, September 10, 2018 at 11:00 a.m. at City Hall, 26789 Highland Road, Richmond Heights, Ohio.

Public Newspaper Advertising:

The News-Herald: Fri., August 31, 2018
Fri., September 7, 2018

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A.** The City of Richmond Heights (the City) is issuing this *Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services*. The purpose of requesting bids is to contract with one entity who will provide weekly curbside collection of solid waste and recyclables for all Residential Units and to provide recycling processing services and solid waste disposal services in the City.

- B.** Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services** and to fulfill all terms and conditions of **Exhibit B: Form of Contract** in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations.

- C.** After receiving the Bids, the City will review all Bids and recommend a Successful Bidder to the City Council for a contract award. Upon approval by City Council, the City will execute a Contract with the Successful Bidder, substantially in the form of **Exhibit B: Form of Contract**. The City reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. In the event that all Bids are rejected, the City may proceed with another bid process to obtain residential waste collection, disposal and recycling services.

- D.** No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to the Bid Contact identified in **Section V** of this ITB. All such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be available for inspection at the City Hall and posted on the City's website (www.richmondheightsohio.org).

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

- F.** The term of the Contract will be three (3) years with the option to extend the Contract for two additional one-year terms. The Commencement Date of the Contract will be January 1, 2019 and will terminate on December 31, 2021 unless the City decides to exercise its renewal option(s) by providing written notice to the Contractor within 90 days of the termination date.

- G. The total estimated annual tonnage of Solid Waste and Recyclables to be collected, and which is the subject of this Invitation to Bid, is approximately 4,039 tons per year from 3,360 Residential Units. This information is provided for the Bidder’s convenience. The actual number of Residential Units and annual tonnage may vary over time. The City does not guarantee the accuracy of this data.

Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials

| Type of Waste | 2017 Annual Tonnage |
|---------------|---------------------|
| Solid Waste | 4,039 |
| Recycling | 189 at a minimum |

II. SCOPE OF SERVICES

A. Curbside Collection of Solid Waste and Recyclables:

Service and Service Area

The Contractor shall collect Solid Waste and Mixed Recyclables from each Residential Unit defined as all residential dwellings including one-and two-family dwellings within the corporate limits of the City of Richmond Heights. All collections are to be made at the Curb.

Collection Method – Automated

The Contractor will provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor will provide all labor, vehicles and supply each Residential Unit with one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 96-Gallon Wheeled Cart to be used to collect Mixed Recyclables. The Contractor will distribute the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

The Contractor will supply an additional 96-Gallon Wheeled Cart for Solid Waste or for Mixed Recyclables to any resident that requests one. Residents will be instructed to contact the City to request the additional cart and the City will contact the Contractor to make the arrangements for delivery. The Contractor will charge the City for the cart.

All carts must be either new or in good repair and condition and clean. The Contractor will be responsible to repair or replace any damaged, unsightly or unsanitary carts in a timely manner at the Contractor’s expense. The Contractor will also be responsible to replace up to 25 lost or stolen carts at its expense per year, and any additional carts will be replaced at the expense of the City.

Collection Equipment and Safety

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

Drivers must wear an ANSI-standard uniforms including high-visibility shirt, vest or jacket. Work boots and gloves must be worn during the collection of Solid Waste. The employee must be trained in OSHA, DOT and company safety and work rules/policies documented in the driver's file and available for the inspection by the City Service Director.

Collection Frequency and Hours

Solid Waste collection must take place on a weekly basis and Recycling collection must take place on a bi-weekly basis for each Residential Unit. Collection must take place between 7:00 a.m. and 5:00 p.m. and the Contractor must adhere to all of the City's noise ordinances. The Contractor will use its best efforts to collect at the same time each week. If for any reason the Contractor is not able to collect on the scheduled day, the Contractor will notify the City Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City may, at its discretion, cause waste to be collected and disposed of by any means that is available. Full cost of such collection and disposal shall be paid by the Contractor.

Collection Routes and Collection Days

Collection of all Solid Waste and Recyclables must take place on the same day. The preferred collection day is Monday - the current collection day. Any alternate collection day proposed must be specified in the Contractor's bid and is subject to approval by the City. The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon approval, the Contractor will provide written notice of the collection day schedule to all Residential Units.

Holidays

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

Bulky Wastes and Excess Bagged Waste

The Contractor is responsible for collecting all excess bagged waste set out on the curb on the regular scheduled collection day.

The Contractor is responsible for collecting all Bulky Waste set out on the curb either on the regular scheduled collection day or according to an alternate collection schedule and frequency negotiated between the City and the Contractor. Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in a residential container or 96-Gallon Wheeled Cart. Items may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses and other household items and appliances. The Contractor will be asked to notify the City in the event any resident habitually sets out excess bagged waste and Bulky Waste. The City will then contact the resident to identify the source of the problem and communicate alternatives.

Freon Containing Appliances

The Contractor is responsible for collecting Freon-Containing Appliances in a manner that provides for the lawful removal of any refrigerant and providing documentation that verifies the proper removal of refrigerant upon request by the City. The City will work with the Contractor to develop a procedure for collecting Freon-Containing Appliances such as refrigerators, freezers, air conditioners and dehumidifiers.

Yard Waste

The Contractor shall collect and dispose of any yard waste set out at the Curb that has been cut, bundled, or bagged in bio-degradable paper bags. The Contractor is not required to collect yard waste set out that is more than four (4) feet in length and weighs more than fifty (50) pounds.

The City will continue to provide for the collection of leaves, which are left loose at the Curb.

Construction and Demolition Debris

The Contractor is not required to remove construction debris as a result of repairs implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is not considered excessive, the Contractor is responsible for collecting said materials as garbage or as Bulky Wastes. The Contractor will be asked to notify the City of any excessive or habitual construction and demolition debris set outs. The City will then contact the resident and require the resident to rent a container.

B. Solid Waste Transfer and Disposal Services

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

C. Recycling Services

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. The Contractor may add additional materials to the recycling list, including additional plastic items. Any additional materials should be itemized in the Contractor's proposal.

D. Container Services

The Contractor shall provide containers (8-yard dumpsters) to collect and dispose of Solid Waste generated from municipal locations at no separate cost to the City. The following table shows the current location, size and collection frequency for the containers. These may be adjusted from time to time by the City Service Director.

Note: Catch basin debris may be dumped in the roll-off at the City Service Garage. It is the responsibility of the Contractor to test material and to dispose of it in a manner permitted by the United States EPA and at no cost to the City.

Table 2: Container Services

| Location | Frequency |
|------------------|------------------|
| City Hall | weekly |
| Police Station | weekly |
| Lodge | weekly |
| Service Garage | weekly |
| Richmond Park | weekly |
| Fire Station | weekly |
| Richmond Schools | weekly |

E. Customer Education:

The City will be responsible for providing recycling information to its residents using the Recycling Toolkit prepared by the Cuyahoga County Solid Waste District. The Contractor will be responsible for providing solid waste collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the City-approved requirements for Solid Waste Collection. The brochure shall include the Contractor's local phone number, cart set out guidelines, the day and estimated time of collection (a.m. to p.m.), a description of the Solid Wastes appropriate for collection, procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste, complaints, holiday schedule and any other information that explains how the Solid Waste Collection will be provided. The Contractor shall provide the City an additional one hundred (100) copies of the brochure for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure to the City Service Director for approval by November 1, 2018, and shall mail the brochure to each Residential Unit no later than December 1, 2018 and during the month of December for each year of the Contract.

F. Customer Service and Notification:

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. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within twenty-four (24) hours after the complaint is received.

G. Record Keeping

Solid Waste, Recycling Tonnages

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclables collected for the preceding month. The report must be submitted along with the monthly invoice to the City Hall to the attention of the City Service Director.

Complaint Log

The Contractor must submit a monthly complaint log that includes the name, address, phone number, date, time and description of the each complaint received and its resolution. The report must be submitted 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.

H. Billing and Fuel Adjustments

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

No fuel surcharges or adjustments shall be applied.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline

Bids will be received at the Office of the Mayor, City of Richmond Heights, 26789 Highland Road, Richmond Hts., OH 44143 until September 14, 2018 at 12:00 noon and will be opened publicly and read aloud at that time in Council Caucus Room.

Bidders must submit one (1) original, two (2) duplicate copies and one electronic copy of their bid in a sealed envelope, addressed to the City of Richmond Heights, 26789 Highland Road, Richmond Heights, Ohio 44143, Attn: MAYOR. The envelope must be clearly marked with the name of the Bidder and that the enclosed Bid is for Residential Solid Waste Collection, Disposal and Recycling Services. If any Bid is forwarded by mail, the sealed envelope containing the Bid must be marked "Bid Enclosed".

Each Bidder shall submit a Bid based upon a contract period of not less than three (3) years with options at the City's sole discretion to extend the Contract for up to two (2) consecutive one (1)-year terms. The commencement date of the Contract will be January 1, 2019. The Contract shall terminate at midnight on December 31, 2021, unless extended at the sole discretion of the City upon written notice by the City to the Contractor within ninety (90) day of the termination date.

B. Bid Bond

Each Bid should be accompanied by separate Bid Bond in the name of the City of Richmond Heights in the amount of five percent (5%) of the first year Bid price (waste collection only) as security that, if the Bid is accepted, a Contract will be entered into with the City in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents. Should any Bid be accepted, the Bid Bond will be returned to the Successful Bidder upon proper execution of the Contract. Bid Bonds will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are, rejected.

C. Bid Contents

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

Bid Form 1: Bidder Identification and References - Attach Statement of Qualifications to Bid Form 1.

Bid Form 2: Facility Information

Bid Form 3: Price Sheet: Automated Solid Waste and Recycling Services

Bid Form 4: Price Sheet:

Bid Form 5: Bidder's Representations and Warranties

Bid Form 6: Non-Collusion Affidavit

Bid Attachment 1: Taxpayer Identification - W-9

Bid Attachment 2: Current Ohio Worker's Compensation Certificate

Bid Attachment 3: Bid Bond

D. All blank spaces on the Bid Forms must be completed in ink or typewritten, and the required documentation must be fully completed, executed and attached to the Bid

when submitted. All names must be typed or printed below the signatures. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the City of Richmond Heights offices at any time prior to the Bid opening.

IV. BID EVALUATION, RECOMMENDATION AND AWARD:

A. Bidder and Bid Evaluation

The City will evaluate all responsive Bids to determine which Bid represents the lowest and best Bid. The factors to be considered when determining the lowest and best Bid include the sum of the effect of the prices bid for Residential Solid Waste Collection, Disposal and Recycling Services over the 3-year contract term for each collection option; and the experience and qualifications of the Bidder.

The City may conduct any investigation the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and ability of any Bidder, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the Bidder in the delivery of the Residential Solid Waste Collection, Disposal and Recycling Services. As part of this investigation, the City may tour any solid waste and recycling facilities proposed to be used in the performance of the Contract.

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

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

B. City Rights

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

C. Performance Bond

Within ten (10) after receiving a Notice of Award, days the Contractor shall furnish a Performance Bond in the amount of \$300,000 executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The performance Bond will be issued annually for each Contract year during the term of the Contract, including any option years. The entire cost of the bond(s) will be paid for by the Contractor.

V. BID CONTACT:

Questions regarding this Invitation to Bid should be made electronically to Don Kernisky at Servicedirector@richmondheightsohio.org.

BID FORM 1
Bidder Identification and References

Bidder Identification:

Formal Name of Company Submitting Bid: _____

Street Address: _____

Mailing Address: _____

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

Phone: _____ E-mail: _____

Qualifications Statement:

On a separate sheet of paper to be attached to this Bid Form, describe your overall company/ corporate qualifications, experience and capacity to perform the Residential Solid Waste Collection, Disposal and Recycling Services and identify the management employees, and their experience, who will supervise performance of the Contract. This information will enable the Municipality to judge the responsibility, experience, and capability of the Bidder.

References:

Provide three (3) references of current municipal customers

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

BID FORM 2
Facility Information

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

RECYCLING PROCESSING FACILITY

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

SOLID WASTE TRANSFER STATION

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

SOLID WASTE LANDFILL

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

BID FORM 3
Pricing for Collection, Disposal and Recycling

Indicate prices in dollars and cents for each of the services below.

| | Automated Collection Residential Solid Waste and Recyclables (Approx. 3,360 Residential Units) | Automated Collection Residential Solid Waste (Approx. 3,360 Residential Units) | Solid Waste Disposal (Approx. 4,039 tons per year) | Recyclables Collection and Recycling Services Only *(see instructions below) (Approx. minimum of 189 tons per year) |
|--|--|---|---|--|
| Contract Year | <u>Price per Residential Unit per month</u> to collect Solid Waste and Recyclable Materials (including the costs of providing Wheeled Carts for Solid Waste and Recycling). | <u>Price per Residential Unit per month</u> to collect Solid Waste only (including the cost of providing Wheeled Carts). | <u>Price per ton</u> to dispose of solid waste, including but not limited to all local, county and state fees, and environment fees. | <u>Price per ton</u> to process recyclables (Year 1 only.) |
| Year 1: 1/1/19 – 12/31/19 | | | | |
| Year 2: 1/1/20 – 12/31/20 | | | | xxx |
| Year 3: 1/1/21 – 12/31/21 | | | | xxx |
| <i>Option Year 1:</i> 1/1/22 – 12/31/22 | | | | xxx |
| <i>Option Year 2:</i> 1/1/23 – 12/31/23 | | | | xxx |

*** Recycling Pricing Instructions**

The City recognizes that recycling market conditions are unstable at this time and future market conditions are difficult to predict. Therefore, the City is including a pricing option for recyclables collection and recycling services only. For Year 1 of the contract, bidders are instructed to include a fixed price per ton to be charged the City and must explain how this charge was calculated.

Bidders must attach a sheet to this Bid Form that contains the explanation of this calculation. This calculation will be used to establish the recyclables collection and recycling services price for subsequent contract years and renewal years.

BID FORM 4
Price for Additional Cart(s)

| | |
|--|-------------------------|
| Price for Additional Cart Indicate the price to be charged if a resident requests an additional cart per Section II.A of this ITB. | |
| Recycle Cart | Solid Waste Cart |
| \$ | \$ |

BID FORM 5
Bidder’s Representations and Warranties

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

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal and Recycling Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Residential Solid Waste Collection, Disposal and Recycling Services.
4. Bidder will not discriminate by 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 the Residential Solid Waste Collection, Disposal and Recycling Services.
5. Bidder is incorporated in and/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 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 6
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 _____
COUNTY OF _____

_____, being first duly
(Name)
sworn, deposes and says that he is _____ of
(Sole owner, partner, 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 a 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 other Bidder or anyone else to submit a sham Bid, or that anyone will refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the City awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted its 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 its general business.

Signed: _____

Subscribe and sworn to before me this _____ day of _____, 2018.

Seal of Notary

Notary Public

ADDITIONAL FORMS
TO BE ATTACHED TO BID

1. Taxpayer Identification W-9 Form
2. Current Ohio Worker's Compensation Certificate
3. Bid Bond

EXHIBITA:
DEFINITIONS

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

“**Bid Bond**” means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for Residential Waste Collection and 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 Residential Solid Waste Collection, Disposal and Recycling Services.

“**Bid Documents**” means the Bid 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, (e.g., stoves, water tanks, washing machines, furniture, mattresses and other household items and appliances that are not Freon-containing).

“**City Hall**”, “**City**”, “**City Offices**”, “**City Hall**” means the City of Richmond Heights located at 26789 Highland Road, Richmond Hts., OH 44143.

“**City Service Director**” means the duly appointed City of Richmond Heights Director of Public Service and Properties.

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

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

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

“**Contract or Form of Contract**” means the agreement for Residential Solid Waste Collection, Disposal and Recycling Services entered into between the Successful Bidder and the City

and attached to the Bid Documents as Exhibit B.

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

“Contractor” The person, corporation, company or partnership performing Residential Solid Waste Collection, Disposal and Recycling Services under the Contract with the City.

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

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

“Disposal Site” A refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

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

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

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

“Governmental Fees” means 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.

“Household Hazardous Waste” Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be hazardous waste as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills. Refrigerants/Freon must be recovered prior to acceptance for disposal. Compliance and removal of Freon is the responsibility of Contractor.

“Invitation to Bid” or “ITB” means the written request of the City for Residential Solid Waste Collection, Disposal and Recycling Services.

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

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

“Municipality” means the City of Richmond Heights, Ohio located in Cuyahoga County.

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

“Performance Bond” means a bond or surety instrument insuring the City of Richmond Heights and that is issued to guarantee full and complete performance of the Contract.

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

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

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

“Refuse” This term shall refer to all Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.

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

“Residential Unit” means all residential dwellings including one-and two-family homes. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

“Rubbish” All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper,

pasteboard, rags, straw, used and discarded mattresses, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

“Solid Waste” means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste.

“Solid Waste Landfill” 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.

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

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

“Term” means the duration of the Contract.

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

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

EXHIBIT B: FORM OF CONTRACT
Residential Solid Waste Collection, Disposal and Recycling Services Agreement

THIS AGREEMENT (the “Agreement”) for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between the City of Richmond Heights, a City in the County of Cuyahoga, State of Ohio (the “City”) with its offices located at 26789 Highland Road, Richmond Hts., OH 44143 and [insert contractor name and address] (the “Contractor”).

W I T N E S S E T H

WHEREAS, the City, pursuant to a motion adopted on [date], which authorized the City to obtain bids for Residential Solid Waste Collection, Disposal and Recycling Services; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on, [dates] and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to Council Resolution No. [___] which approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

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

ARTICLE I - DEFINITIONS

The capitalized terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services **Exhibit A: Definitions**

ARTICLE II - TERM

1. Term

This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection and Recycling Services is January 1, 2019 and the initial Term of this Agreement shall terminate on December 31, 2021.

2. Renewal Terms

The City will have the option, at its sole discretion, to renew this Agreement for up to two additional one-year terms. The City will provide written notice to the Contractor of the City’s decision to renew this Agreement at least 90 days prior to the termination date.

ARTICLE III – STATEMENT OF WORK

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

1. Curbside Collection of Solid Waste and Recyclables:

The Contractor shall perform automated curbside collection of Solid Waste and Mixed Recyclables from each Residential Unit defined as all residential dwellings including one-and two-family dwellings within the

corporate limits of the City of Richmond Heights. All collections are to be made at the Curb. The Contractor will provide all labor and vehicles and supply each Residential Unit with one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 96-Gallon Wheeled Cart to be used to collect Mixed Recyclables. The Contractor will distribute the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date. The Contractor will supply an additional 96-Gallon Wheeled Cart for Solid Waste or for Mixed Recyclables to any resident who requests one. Residents will be instructed to contact the City to request the additional cart and the City will contact the Contractor to make the arrangements for delivery. The Contractor will charge the City for the cart. All carts must be either new or in good repair and condition and clean. The Contractor will be responsible to repair or replace any damaged, unsightly or unsanitary carts in a timely manner at the Contractor's expense. The Contractor will also be responsible to replace up to 25 lost or stolen carts at its expense per year, and any additional carts will be replaced at the expense of the City.

2. Collection Equipment and Safety

The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste and Recyclables. All vehicles must be kept in good repair and appearance and in a clean and 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. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets. Collection vehicles are required to be equipped with all federal and state mandated safety devices. Vehicles shall also be equipped with front and rear mounted strobe lights, rear view camera system for increased backing visibility, high visibility conspicuous tape, 20# fire extinguisher, first aid kit, three red/orange safety triangles, a daily vehicle inspection report and an incident reporting kit with instructions. Drivers must wear an ANSI-standard uniform including high-visibility shirt, vest or jacket. Work boots and gloves must be worn during the collection of Solid Waste. The employee must be trained in OSHA, DOT and company safety and work rules/policies documented in the driver's file and available for the inspection by the City Service Director.

3. Collection Frequency and Hours

Solid Waste collection must take place on a weekly basis and Recycling collection must take place on a bi-weekly basis for each Residential Unit. Collection must take place between 7:00 a.m. and 5:00 p.m. and the Contractor must adhere to all of the City's noise ordinances. The Contractor will use its best efforts to collect at the same time each week. If for any reason the Contractor is not able to collect on the scheduled day, the Contractor will notify the City Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City may, at its discretion, cause waste to be collected and disposed of by any means that is available. Full cost of such collection and disposal shall be paid by the Contractor.

4. Collection Routes and Collection Days

Collection of all Solid Waste and Recyclables must take place on the same day. The preferred collection day is Monday - the current collection day. Any alternate collection day proposed must be specified in the Contractor's bid and is subject to approval by the City. The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon approval, the Contractor will provide written notice of the collection day schedule to all Residential Units.

5. Holidays

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

6. Bulky Wastes and Excess Bagged Waste

The Contractor is responsible for collecting all excess bagged waste set out on the curb on the regular scheduled collection day. The Contractor is responsible for collecting all Bulky Waste set out on the curb either on the regular scheduled collection day or according to an alternate collection schedule and frequency negotiated between the City and the Contractor. Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in a residential container or 96-Gallon Wheeled Cart. Items may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses and other household items and appliances. The Contractor will be asked to notify the City in the event any resident habitually sets out excess bagged waste and Bulky Waste. The City will then contact the resident to identify the source of the problem and communicate alternatives.

7. Freon Containing Appliances

The Contractor is responsible for collecting Freon-Containing Appliances in a manner that provides for the lawful removal of any refrigerant and providing documentation that verifies the proper removal of refrigerant upon request by the City. The City will work with the Contractor to develop a procedure for collecting Freon-Containing Appliances such as refrigerators, freezers, air conditioners and dehumidifiers.

8. Yard Waste

The Contractor shall collect and dispose of any yard waste set out at the Curb that has been cut, bundled, or bagged in bio-degradable paper bags. The Contractor is not required to collect yard waste set out that is more than four (4) feet in length and weighs more than fifty (50) pounds. The City will continue to provide for the collection of leaves, which are left loose at the Curb.

9. Construction and Demolition Debris

The Contractor is not required to remove construction debris as a result of repairs implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is not considered excessive, the Contractor is responsible for collecting said materials as garbage or as Bulky Wastes. The Contractor will be asked to notify the City of any excessive or habitual construction and demolition debris set outs. The City will then contact the resident and require the resident to rent a container.

10. Solid Waste Transfer and Disposal Services

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

11. Recycling Services

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. The Contractor may add additional materials to the recycling list, including additional plastic items. Any additional materials should be itemized in the Contractor's proposal.

12. Container Services

The Contractor shall provide containers to collect and dispose of Solid Waste generated from the following municipal locations at no separate cost to the City. The size and collection frequency will be determined by the City Service Director. (Note: Catch basin debris may be dumped in the roll-off at the City Service Garage. It is the responsibility of the Contractor to test material and to dispose of it in a manner permitted by the United States EPA and at no cost to the City.)

City Hall
Police Station

Lodge
 Service Garage
 Richmond Park
 Desan Park

13. Customer Education

The City will be responsible for providing recycling information to its residents using the Recycling Toolkit prepared by the Cuyahoga County Solid Waste District. The Contractor, at the Contractor’s sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Agreement a brochure that contains the City-approved requirements for Solid Waste Collection. The brochure shall include the Contractor’s local phone number, cart set out guidelines, the day and estimated time of collection (a.m. to p.m.), a description of the Solid Wastes appropriate for collection, procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste, complaints, holiday schedule and any other information that explains how the Solid Waste Collection will be provided. The Contractor shall provide the City an additional one hundred (100) copies of the brochure for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure to the City Service Director for approval by November 1, 2018, and shall mail the brochure to each Residential Unit no later than December 1, 2018 and during the month of December for each year of the Agreement.

14. Customer Service and Notification

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. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within twenty-four (24) hours after the complaint is received.

ARTICLE IV: PRICE, INVOICE AND PAYMENT

1. Price for Residential Waste Collection and Recycling Services.

During the Term, the City agrees to pay the Contractor for the Residential Solid Waste Collection, Disposal and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste Collection, Disposal and 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 in the State of Ohio. These prices include Governmental Fees assessed on Solid Waste disposed in a sanitary landfill in Ohio as of July, 2018. If any Governmental Fees increase during the Term of the Agreement, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City.

| Table 1: Price for Weekly Solid Waste and Recycling Collection | | | |
|---|----|-------------------------------|-----|
| Year 1: 1/1/19 – 12/31/19 | \$ | unit/month x 3,360 units = \$ | per |
| Year 2: 1/1/20 – 12/31/20 | \$ | unit/month x 3,360 units = \$ | per |
| Year 3: 1/1/21 – 12/31/21 | \$ | unit/month x 3,360 units = \$ | per |
| Option Year 1: 1/1/2022 – 12/31/2022 | \$ | unit/month x 3,360 units = \$ | per |
| Option Year 2: 1/1/2023 – 12/31/2023 | \$ | unit/month x 3,360 units = \$ | per |

| Table 2: Disposal Cost per Ton |
|---------------------------------------|
|---------------------------------------|

| | | |
|--|----|---------|
| Year 1: 1/1/19 – 12/31/19 | \$ | per ton |
| Year 2: 1/1/20 – 12/31/20 | \$ | per ton |
| Year 3: 1/1/21 – 12/31/21 | \$ | per ton |
| Option Year 1: 1/1/2022 – 12/31/2022 | \$ | per ton |
| Option Year 2: 1/1/2023 – 12/31/2023 | \$ | per ton |

| Table 3: Recyclables Processing Cost per Ton | | |
|---|----|---------|
| Year 1: 1/1/19 – 12/31/19 | \$ | per ton |
| Year 2: 1/1/20 – 12/31/20 | \$ | per ton |
| Year 3: 1/1/21 – 12/31/21 | \$ | per ton |
| Option Year 1: 1/1/2022 – 12/31/2022 | \$ | per ton |
| Option Year 2: 1/1/2023 – 12/31/2023 | \$ | per ton |

| Table 4: Price for Additional Cart | |
|---|-------------------------|
| Recycle Cart | Solid Waste Cart |
| \$ | \$ |

2. Record Keeping - Monthly Reports and Annual Report

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

3. Billing Service and Payment

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

4. Fuel Adjustments

The Contractor shall not apply a fuel adjustment to the monthly invoice

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond

Within ten (10) days after receiving a Notice of Award, the Contractor shall furnish a Performance Bond in the amount of \$300,000 executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond shall be issued annually for each Contract year during the Term of the Agreement, including any option years. The entire cost of the bond(s) shall be paid for by the Contractor.

2. Insurance

The Contractor shall at all times during the Agreement's Term maintain in full force and in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance shall be issued by insurers and for policy limits acceptable to the City, and 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. Contractor shall upon written request from City provide City with original copies of the policies and all endorsements to such policies.

The City and its Council members, officers, representatives, agents, and employee shall be additional insureds 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 the City which will not contribute thereto, and there shall be severability of interests under the insurance policies required hereunder for all coverages 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 Agreement. 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 will 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 Agreement |

| | |
|----------|---|
| Property | Contractor will purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. The City will 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 Contactor in the performance of services hereunder. |
|----------|---|

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor shall indemnify, save, and hold the City, its members of Council, employees, agents, officers and consultants (each a “City Indemnitee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto (including reasonable attorneys' fees) which any City Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor’s negligence or willful misconduct relating to the performance of the work hereunder. Any City Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor shall indemnify, save, and hold the City, its members of Council, employees, agents, officers and consultants (each a “City Indemnitee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys’ fees), which any City Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Solid Waste Collection, Disposal, and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation 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 Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section 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 will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Solid Waste Collection, Disposal and Recycling Services provided by the Contractor, declare the Contractor to be in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Solid Waste Collection, Disposal and 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 will 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, will 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 will have completed the process of obtaining a substitute service provider to provide the Residential Solid Waste Collection, Disposal and 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.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

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

2. Notices

Written notices required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the other party, or delivered by a nationally-known overnight delivery service, at their respective addresses set forth above. Any change in address must be given in like manner.

3. Waiver

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

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

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

7. Rights or Benefits

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

The City of Richmond Heights, Ohio and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands effective as of the day and year first above written.

CITY OF RICHMOND HEIGHTS, OHIO

By: _____
David H. Roche, Mayor

Date

[CONTRACTOR NAME]

By: _____
Signature

Date

Name: _____

Title

Approved as to legal form
and correctness:

R. Todd Hunt, Director of Law

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the City of Richmond Heights, I certify that as of the date of execution of the within Residential Solid Waste, Disposal and Recycling Services Agreement with [Contractor's Name], the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Date: _____, 2018

James Teknipp, Director of Finance
City of Richmond Heights, Ohio