



**INVITATION TO BID**

Residential Solid Waste Collection, Disposal and Recycling  
Services

**ISSUED BY**

Olmsted Township  
Friday, August 3, 2018

**BID OPENING**

Wednesday, August 17, 2018  
12:30 p.m.  
Olmsted Township Town Hall  
26900 Cook Road  
Olmsted Township, OH  
44138

**APPROVAL**

Wednesday, August 22, 2018

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## **LEGAL NOTICE**

Olmsted Township is inviting bids for Residential Waste Collection and Recycling Services within Olmsted Township, Ohio. Bid Documents can be obtained from the Olmsted Township Service Department, located at 7924 Fitch Rd., during the hours of 7:00 a.m. and 3:00 p.m. Olmsted Township, OH 44138 or on the Township website at [www.olmstedtownship.org](http://www.olmstedtownship.org).

Bids written and sealed will be received at the Olmsted Township Service Department between the hours of 7:00 a.m. and 3:00 p.m. at 7924 Fitch Rd., Olmsted Township, OH 44138 until 12:00 Noon on Friday, August 17, 2018. The bids will be opened publicly and read aloud at 12:30pm on Friday, August 17, 2018 at Olmsted Township Town Hall, 26900 Cook Rd., Olmsted Township, OH 44138. Bidders must submit one (1) original, one duplicate copy, and one (1) electronic copy of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID." Bids will be valid for 180 days after the Bid opening date.

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bond in the name of Olmsted Township in the amount of five percent (5%) of the total Bid price as security that, if the Bid is accepted, a Contract will be entered into with the Township in accordance with the terms and conditions of the Form of Contract contained in 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 Township reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

Plain Dealer: August 3, 2018

On website: [www.olmstedtownship.org](http://www.olmstedtownship.org)

## **INSTRUCTIONS TO BIDDERS**

### **I. INTENT AND PURPOSE**

- A.** Olmsted Township (Township) is issuing this *Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services*. The purpose of requesting bids is to contract with one hauler who will provide weekly curbside collection of solid waste and recyclables for all Residential Units and to provide recycling processing services and solid waste disposal services in the Township.
- 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 Township will review all Bids and recommend a Successful Bidder to the Township Trustees for a contract award. Upon approval by Township Trustees, the Township will execute a Contract with the Successful Bidder, substantially in the form of **Exhibit B: Form of Contract**. The Township 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 Township 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 Eric Williams, Township Administrator, at [ewilliams@olmstedtownship.org](mailto:ewilliams@olmstedtownship.org) and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be available for inspection at the Municipal Center.
- E.** The capitalized terms used in these Bid Documents are defined in **Exhibit A: Definitions**.
- F.** The term of the Contract will be five (5) years. The commencement date of the Contract will be January 1, 2019 and will terminate on December 31, 2023, with two renewable terms of five (5) years which are mutually agreed upon.

- 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 4563 tons per year from 3500 Residential Units. This information is provided for the Bidder’s convenience only. The actual number of Residential Units and annual tonnage may vary over time. The Township does not guarantee the accuracy of this data.

**Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials**

<b>Type of Waste</b>	<b>2017 Annual Tonnage</b>
Solid Waste	2,666
Yard Waste	814
Recycling	1083

**II. SCOPE OF SERVICES**

**A. Curbside Collection of Solid Waste and Recyclables:**

Service and Service Area

The Contractor will provide weekly collection of Solid Waste and Recyclables from each Residential Unit defined as all single-family and multi-family dwellings within the limits of Olmsted Township. The total estimated number of Residential Units to receive curbside collection is 3500. All collection is to be made at the Curb .

Collection Options

The Township currently contracts for automated collection of Solid Waste and Recyclables using one 95-Gallon Wheeled Cart to be used for Solid Waste and one 65-Gallon Wheeled Cart for Recyclables. The Township will consider pricing for two methods of collection: 1) The current collection method described above; and 2) manual curbside collection of Solid Waste and Recyclables using a cart provided by the Contractor.

Collection Method – Automated Option

If the Township selects this collection method, 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 95-Gallon Wheeled Cart to be used to collect Solid Waste and one 65-Gallon Wheeled Cart to be used to collect Mixed Recyclables (Plastics 1-7). Residents will not be allowed any other cart size options.

The Contractor will supply an additional 95-Gallon Wheeled Cart for Solid Waste and 65-gallon wheeled cart for Mixed Recyclables to any resident that requests one. Residents will be instructed to contact the Township to request the additional cart and the Township will contact the Contractor to make the arrangements for delivery. The Contractor will charge the Resident 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 broken carts in a timely manner. The Contractor will also be responsible to replace up to 25 lost or stolen carts at its expense per year, and any additional carts will be replaced at the expense of the Township. The Contractor will distribute the carts to each Residential Unit with advance approval by the Township and notification to residents as to the distribution date.

Collection Method – Manual Solid Waste and Automated Recycling Collection Option

If the Township selects this option, the Contractor will provide all labor and vehicles to manually collect all bagged, containerized, or other curbside Solid Waste set out at each Residential Unit and supply each Residential Unit with one 64-Gallon Wheeled Cart to provide automated curbside collection of Mixed Recyclables.

All carts must be either new or in good repair and condition and clean. The Contractor will be responsible to repair or replace any broken carts in a timely manner. The Contractor will also be responsible to replace up to 25 lost or stolen carts at its expense per year, and any additional carts will be replaced at the expense of the Township. The Contractor will distribute the carts to each Residential Unit with advance approval by the Township and notification to residents as to the distribution date.

Collection Equipment

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 the Township streets.

Collection Frequency and Hours

Solid Waste and Recyclable Collection will be provided on a weekly basis to each Residential Unit. Collection must take place between 7:00 a.m. and 4:30 p.m. and the Contractor must adhere to all of the Township's noise ordinances. If for any

reason the Contractor is not able to collect on the scheduled day, the Contractor will notify the Township Administrator 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 Township will, at its discretion, cause waste to be collected by any means that is available. Full cost of such collection will 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 Thursday which is the current collection day. Any alternate collection days proposed must be specified in the Contractor's bid and are subject to approval by the Township. The Contractor may develop its own collection routes and schedule, subject to approval by the Township. Upon the Township's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units.

#### Holidays

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

#### Bulk Waste and Excess Bagged Waste

The Contractor is responsible for collecting all Bulk Wastes and excess bagged waste set out on the curb one day per month only. The preferred collection day is the Thursday of the third full week of each month. Bulk 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 Township in the event any resident habitually sets out excess waste and bulky items. The Township 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 Township. The Township 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 provide unlimited pickup of all cut and bundled yard waste (branches, etc.) on a weekly basis. Currently yard waste is picked up weekly between April 15<sup>th</sup> thru November 15<sup>th</sup>. The Contractor shall provide for unlimited pick-up of leaves and grass clippings which are packaged in biodegradable bags or loose in 32 gallon customer owned plastic containers. The Township 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 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 is responsible to collect said materials on the regularly scheduled collection day. The Contractor will be asked to notify the Township in the event any resident habitually sets out construction and demolition debris. The Township 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 (#1-7 preferred). 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 must provide containers to collect and dispose of Solid Waste and Recyclables from township locations, at no cost to the Township. The following table shows the current location of containers, container size and the collection frequency. These containers must be emptied weekly, at a minimum and within twenty-four (24) hours following a request from the Township Administrator for an additional collection. The Township reserves the right to modify container size, location and/or collection frequency at any time during the contract at no additional charge. The Township may request relocation of these containers for special events. The Contractor shall have the availability to supply the Township with a variety of cubic yard containers upon request. The cost will be mutually agreed upon when the request is made and shall not be included in the bid prices. These containers may be utilized by the Township for unusual circumstances.



**Table 2: Current Container Services**

Location	Solid Waste	Recycle	Frequency
Service Department@7924 Fitch Road	1-8 yd  1-30yd roll off	1-8 yd	Emptied weekly  Emptied weekly
Fire Department@26900 Cook Road	1-8yd		Emptied 2x a week

**E. Customer Education:**

The Township will be responsible for providing recycling information to its residents. The Contractor will be responsible for providing solid waste collection information to residents as follows:

The Contractor, at the Contractor’s sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the Township-approved requirements for Solid Waste Collection. Information to be included in the brochure 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 Township an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure to the Township Administrator for approval, no later than November 1, 2018 for approval and shall mail the brochure to each Residential Unit no later than November 30, 2018, and during the month of December each year there-after. The Township partners with Cuyahoga County Solid Waste District, 4750 E 131<sup>st</sup> St., Garfield Heights, OH 44105, (216)443-3749.

**F. Customer Service and Notification:**

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

**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 Township.

Complaint Log

The Contractor must submit a monthly complaint log that includes the name, address, phone number, date, time and description of each complaint received and its resolution. The report must be submitted with the monthly invoice to the Township for the preceding month. The Township maintains the right to request a copy of the complaint log at any time.

**H. Billing and Fuel Adjustments**

The Contractor will invoice the Township for services rendered within ten (10) days following the end of the month. The Township will be billed directly, not the residents individually. Township requires a Homestead/Senior rate to be included in the bid document. The invoice must be sent to the Administrative Offices to the attention of the Fiscal Officer. No fuel surcharges may be applied.

### III. BID SUBMISSION REQUIREMENTS

#### A. Bid Deadline

Bids will be received at the Olmsted Township Service Department between the hours of 7:00 a.m. and 3:00 p.m. at 7924 Fitch Rd., Olmsted Township, OH 44138 until 12:00 Noon on Wednesday, August 17, 2018 and will be opened publicly and read aloud at 12:30 p.m. on Friday, August 17, 2018 Olmsted Township Town Hall, 26900 Cook Rd., Olmsted Township, Oh 44138. Bidders must submit one (1) original, one (1) duplicate copy, and one (1) electronic copy of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID." Bids will be valid for 180 days after the Bid opening date.

#### B. Bid Bond

Each Bid should be accompanied by separate Bid Bond in the name of Olmsted Township in the amount of five percent (5%) of the total Bid price as security that, if the Bid is accepted, a Contract will be entered into with the Township in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

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

#### C. Bid Contents

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

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

**Bid Form 1: 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: Manual Solid Waste and Automated Recycling Services**

**Bid Form 5: Bidder's Representations and Warranties**

**Bid Form 6: Non-Collusion Affidavit**

**Bid Form 7: Personal Property Tax Affidavit**

**Bid Form 8: Taxpayer Identification - W-9 Form**

**Current Ohio Worker's Compensation Certificate**

**Bid Bond**

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

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

#### **IV. DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejections of his proposal:

- A.** More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- B.** Evidence of collusion among Bidders.
- C.** Unbalanced proposals in which the prices for some items are substantially out of proportion to the prices of other items.
- D.** Failure to submit a unit price or lump sum for each item of work listed in the proposal.
- E.** Lack of competency as revealed by financial statement or experience questionnaire, if such are required.
- F.** Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- G.** Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work.
- H.** Involvement in any way in which there could be a conflict of interest or such as kickbacks, and gratuities.
- I.** If the proposal is on a form other than that furnished herein, or if the form is altered or any part thereof is detached.
- J.** If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- K.** If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- L.** If any of the required bid submittals is not supplied.

**V. BID EVALUATION, RECOMMENDATION AND AWARD:**

**A. Bidder and Bid Evaluation**

The Township 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 5- year contract term for each collection option; and the experience and qualifications of the Bidder.

The Township may conduct any investigation the Township 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 Solid Waste and Recycling Collection and Disposal Services. As part of this investigation, the Township may tour any solid waste and recycling facilities proposed to be used in the performance of the contract.

The Township reserves the right to request additional information with respect to the qualifications of the Bidders which must be provided to the Township in writing within five (5) days of any such request. The Township reserves the right to reject any Bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the Township, 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 Township in accordance with the terms and conditions of the Form of Contract contained within the Bid Documents. The Successful Bidder is also required to return an acknowledged copy of the Notice of Award and to execute the Residential Solid Waste, Disposal and Recycling Services Agreement within ten (10) calendar days from the date of the Notice of Award.

**B. Township Rights**

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

**C. Performance Bond and Notice to Proceed**

The Contractor after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the Township in all respects, or such other security acceptable to the Township. The Performance Bond will be issued annually for each contract year during the term of the contract in the amount equal to the total annual cost of collection for Contract Year 1. The entire cost of the bond(s) will be paid for by the Contractor.

**VI. BID CONTACT:**

Questions regarding this Invitation to Bid should be made electronically to Eric Williams at [ewilliams@olmstedtownship.org](mailto:ewilliams@olmstedtownship.org)



**BID FORM 1**  
**Bidder Identification and References**

**Bidder Identification:**

Name of Company Submitting Bid: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Qualifications Statement:**

On a separate sheet of paper to be attached to this bid form, describe your overall company (corporate) qualifications, experience and capacity to perform the Residential Solid Waste Collection, Disposal and Recycling Services and identify the management employees, and their experience, who will supervise performance of the Contract. This information will enable the Township 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**

**Price Sheet:**

**Automated Solid Waste and Recycling Services**

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

<b>Automated Collection</b>		<b>Waste Disposal</b>
<b>Contract Year</b>	<u>Price per Residential Unit per month</u> to collect Solid Waste and Recyclable Materials and to provide one 95- gallon (65-gallon for Homestead/Senior) Wheeled Cart for Solid Waste and one 65-gallon Wheeled Cart for Recyclable Materials.	<u>Price per ton</u> to dispose of solid waste, including but not limited to all local, county and state fees, and environment fees.
<b>Year 1</b> 1/1/2019 -12/31/19		
<b>Year 2</b> 1/1/20 – 12/31/20		
<b>Year 3</b> 1/1/21 – 12/31/21		
<b>Year 4</b> 1/1/22 – 12/31/22		
<b>Year 5</b> 1/1/23 – 12/31/23		

<b>Homestead/Senior Rate</b>	<b>Automated Collection (as defined above)</b>	<b>Waste Disposal (as defined above)</b>
<b>Year 1</b> 1/1/19-12/31/19		
<b>Year 2</b> 1/1/20-12/31/20		
<b>Year 3</b> 1/1/21-12/31/21		
<b>Year 4</b> 1/1/22-12/31/22		
<b>Year 5</b> 1/1/23-12/31/23		

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



**BID FORM 4**

**Price Sheet:**

**Manual Solid Waste and Automated Recycling Services**

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

<b>Solid Waste and Recycling Collection</b>		<b>Waste Disposal</b>
<b>Contract Year</b>	<u>Price per Residential Unit per month</u> to collect Solid Waste Manual and Recyclable Materials Automated and to provide one 65-gallon Wheeled Cart for Recyclable Materials.	<u>Price per ton</u> to dispose of solid waste, including but not limited to all local, county and state fees, and environment fees.
<b>Year 1</b> 1/1/19 – 12/31/19		
<b>Year 2</b> 1/1/20 – 12/31/20		
<b>Year 3</b> 1/1/21 – 12/31/21		
<b>Year 4</b> 1/1/22 – 12/31/22		
<b>Year 5</b> 1/1/23 – 12/31/23		

<b>Homestead/Senior Rate</b>	<b>Solid Waste and Recycling Collection (as defined above)</b>	<b>Waste Disposal (as defined above)</b>
<b>Year 1</b> 1/1/19-12/31/19		
<b>Year 2</b> 1/1/20-12/31/20		
<b>Year 3</b> 1/1/21-12/31/21		
<b>Year 4</b> 1/1/22-12/31/22		
<b>Year 5</b> 1/1/23-12/31/23		

**BID FORM 5**  
**Bidder's Representations and Warranties**

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

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal and Recycling Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Residential Solid Waste Collection and Recycling Services.
4. Bidder will not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of Residential Solid Waste Collection and Recycling Services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, 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 OHIO  
COUNTY OF \_\_\_\_\_

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

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, induced or solicited any other Bidder to submit a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham Bid, or that anyone will refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: \_\_\_\_\_

Subscribe and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Seal of Notary

\_\_\_\_\_  
Notary Public

**BID FORM 7**  
**Personal Property Tax Affidavit**

**BID FORM 8**  
**Taxpayer Identification W-9 Form**

**CURRENT OHIO WORKER'S COMPENSATION CERTIFICATE  
(ATTACH)**

**BID BOND  
(ATTACH)**

**Exhibit A:**  
**Definitions**

**“Bid”** means a price submitted to the Township 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 Township 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 Township.

**“Bidder”** means a person, partnership, joint venture or corporation submitting a Bid to the Township in response to the Invitation to Bid to provide Solid Waste Collection and Disposal Services.

**“Bid Documents”** means the documents prepared and furnished by the Township. 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 Township in the Bid Documents on which all Bids must be submitted.

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

**“Township”** means Olmsted Township located at 26908 Cook Rd, Olmsted Township, OH 44138.

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

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

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

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

**“Contract or Form of Contract”** means the agreement for Residential Solid Waste Collection,



Disposal and Recycling Services entered into by and between the Successful Bidder and the Township.

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

**“Contractor”** The person, corporation or partnership performing Solid Waste collection and disposal under contract with the Township.

**“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 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 imitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Rubbish or Stable Matter.

**“Governmental Fees”** means 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.

**“Homestead Exemption”** In 1970, Ohio voters approved a constitutional amendment permitting a homestead exemption that reduced property tax for lower income senior citizens. In 2007 the General Assembly expanded the program to include all homeowners who were either 65 or older or permanently and totally disabled, regardless of their income. Beginning with the 2014 tax year, the state of Ohio returned to the originally approved system of applying means/income testing to determine eligibility for the homestead exemption; and added an additional classification of recipient, disabled veteran, which allows for an increased reduction of \$50,000.

**“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 responsibility of Contractor.

**“Invitation to Bid”** means the request of the Township 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 Recyclable Materials to prepare them for processing and reconstitution as a product sold in commerce.

**“Mixed Recyclables”** means newspapers: including inserts, aluminum, steel, bimetal: food and beverage cans only, glass: food and beverage containers only, Plastic: Containers marked with a #1 through #7, cartons/aseptic containers: milk, juice, etc., and miscellaneous paper: magazines, phone books, junk mail, cardboard.

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

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

**“Performance Bond”** means a bond, insuring Olmsted Township is issued to guarantee full and complete execution and performance of the Contract.

**“Producer”** An occupant of a Residential Unit who generates refuse.

**“Recyclables” or “Mixed Recyclables” or “Recyclable Materials”** will include but not limited

to **cans** (aluminum and steel); **cartons** (refrigerator and shelf stable cartons); **glass** (bottles and jars); **fiber** (mixed paper, box board and cardboard); and **plastic bottles and jugs**.

**“Recycling Services” or “Recycling Processing Services”** means the 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 single-family residential dwellings, and multi-family dwellings which do not share a common entrance, within the corporate limits of the Township occupied by a family unit. 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.

**“Senior”** means any resident over 60 years old for trash collection only.

**“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 Township 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 Township 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.

**“65-gallon Wheeled Cart”** means a wheeled, rollout cart of approximately 65 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

**“95-Gallon Wheeled Cart”** means a wheeled, rollout cart of approximately 95 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 for Residential Solid Waste Collection, Disposal and Recycling Services**

**THIS AGREEMENT** (the “Agreement”) for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between Olmsted Township, a Township in the County of Cuyahoga, State of Ohio (the “Township”) with its offices located at 26910 Cook Rd., Olmsted Township, Ohio 44138 and \_\_\_\_\_ [insert contractor name and address] (the “Contractor”).

**W I T N E S S E T H**

**WHEREAS**, the Township, pursuant to a Motion adopted on \_\_\_\_\_, 2018, which authorized the Township 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, \_\_\_\_\_, 2018 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 Township has considered the Bid; and the Township, pursuant to Resolution \_\_\_\_\_ which approved the Contract and authorize \_\_\_\_\_ to execute the Contract by and on behalf of the Township, and the Township has received the required executed original and copies from the Contractor.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the Township 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, 2023.

### **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 Township'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 will provide weekly automated curbside collection of Solid Waste and Recyclables from each Residential Unit defined as all single-family and multi-family dwellings within the corporate limits of Olmsted Township. The Contractor will provide all labor, vehicles, and Carts. The Contractor will provide each Residential Unit with one 96-gallon wheeled cart to be used to collect Solid Waste and one 64-gallon wheeled cart to be used to collect Mixed Recyclables. The Contractor will supply an additional 96-gallon wheeled cart for Solid Waste and 64-gallon wheeled cart for Mixed Recyclables to any resident that requests one. Residents will be instructed to contact the Township to request the additional cart and the Township will contact the Contractor to make the arrangements for delivery. The Contractor will charge the Resident 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 broken carts in a timely manner. The Contractor will also be responsible to replace up to 25 lost or stolen carts at its expense per year, and any additional carts will be replaced at the expense of the Township. The Contractor will distribute the carts to each Residential Unit with advance approval by the Township and notification to residents as to the distribution date.

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 Township streets.

Collection of all Solid Waste and Recyclables will be provided on a weekly basis to each Residential Unit and must take place on the same day between 7:00 a.m. and 4:30 p.m. The collection days must remain one day per week on Thursdays. The Contractor may develop its own collection routes and schedule, subject to approval by the Township. Upon the Township's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. The Contractor must adhere to all the Township's noise ordinances.

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.

The Contractor is responsible for collecting all Bulky Wastes and excess bagged waste set out on the curb. Bulky Waste may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses and other household items and 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 Township.

The Contractor shall collect any yard waste that has been cut, bundled, or bagged. The Contractor is not required to collect yard waste set out that is more than four (4) feet in length and weighs more than fifty (50) pounds. 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 is responsible to collect said materials on the regularly scheduled collection day.

## **2 Solid Waste Transfer and Disposal Services**

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

## **3 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.

## **4 Container Services**

The Contractor must provide and service containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at no cost to the Township, at the locations and frequency requested by the Township, as set forth in the Township's Invitation to Bid.

## **5 Customer Education**

The Township will be responsible for providing recycling information to its residents. The Contractor will be responsible for providing solid waste collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the Township-approved requirements for Solid Waste Collection. Information to be included in the brochure 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 Township an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure to the Township Administrator for approval, no later than July 1, 2018 for approval and shall mail the brochure to each Residential Unit no later than July 31, 2018, and during the month of August each year there-after.

## **6 Customer Service and Notification**

The Contractor will maintain a local office and local phone number to receive and respond

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

**ARTICLE IV: PRICE, INVOICE AND PAYMENT**

**1. Price for Residential Waste Collection and Recycling Services.**

During the term, the Township agrees to pay the Contractor for the Residential Waste Collection 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 March, 2017. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the Township.

<b>Table 1: Price for Weekly Waste and Recycling Collection</b>		
<b>Year 1:</b> 1/1/19 – 12/31/19	\$	unit/month x 3500 units = \$ per month
<b>Year 2:</b> 1/1/20 – 12/31/20	\$	unit/month x 3500 units = \$ per month
<b>Year 3:</b> 1/1/21 – 12/31/21	\$	unit/month x 3500 units = \$ per month
<b>Year 4:</b> 1/1/22– 12/31/22	\$	unit/month x 3500 units = \$ per month
<b>Year 5:</b> 1/1/23– 12/31/23	\$	unit/month x 3500 units = \$ per month

<b>Table 2: Disposal Cost per Ton</b>	
<b>Year 1:</b> 1/1/19 – 12/31/19	\$ per ton
<b>Year 2:</b> 1/1/20 – 12/31/20	\$ per ton
<b>Year 3:</b> 1/1/21 – 12/31/21	\$ per ton
<b>Year 4:</b> 1/1/22 – 12/31/22	\$ per ton
<b>Year 5:</b> 1/1/23 – 12/31/23	\$ per ton

<b>Table 3: Price for Additional Cart</b>	
<b>Recycle Cart</b>	<b>Solid Waste Cart</b>
\$	\$

**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 Township. 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 Township for services rendered within ten (10) days following the end of the month. The invoice will be sent to the Administration office at the attention of the Township's Fiscal Officer.

**4. Fuel Adjustments**

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

**ARTICLE V - PERFORMANCE BOND AND INSURANCE**

**1. Performance Bond**

The Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of \$500,000 executed by a duly authorized surety, acceptable to the Township in all respects, or such other security acceptable to the Township. 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.

**2. Insurance**

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

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

extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
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 Contract
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. Township 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 will indemnify, save, and hold the Township, its members of Board of Trustees, employees, agents, officers and consultants (each a "Township Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Township 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 Township Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

## **2 General Indemnity**

The Contractor will indemnify, save, and hold the Township, its members of Board of Trustees, employees, agents, officers and consultants (each a “Township Indemnatee”) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys’ fees), which any Township Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them maybe liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Township Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

## **ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION**

### **1 Performance Assurance**

The Contractor agrees to immediately report to the Township 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 Township’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 Township 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 Township its written response. In the event that the Township does not agree that the Contractor’s response will provide adequate assurance of future performance to the Township, then the Township may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the Village deems necessary to assure that the Residential Waste Collection, Disposal and Recycling Services will be available to the Township 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 Township 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 will have ten (10) days to provide the Township 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 Township may terminate this Agreement. In the event the Township 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 Township 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 Township is unable to obtain cover, the effective date of the termination may be delayed by the Township until it will have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection, Disposal and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the Township 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 notice required to be given under this Agreement will be enough if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention \_\_\_\_\_, and to the Township, attention \_\_\_\_\_, 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 Township or the Contractor arising out of a breach or alleged breach of this Agreement by the Township or the Contractor will be effective unless in writing signed by the Township 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 Township, 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 Township and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Township and the Contractor and not for the benefit of any other party.

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

**OLMSTED TOWNSHIP**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONTRACTOR NAME**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Contract Attachment A:**  
**Performance Bond**