



BID DOCUMENTS FOR:

**RESIDENTIAL RECYCLING
SERVICES AND CITY FACILITY
SOLID WASTE COLLECTION
AND DISPOSAL**

City of Urbana
205 South Main Street
www.urbanaohio.com

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**Public Notice
Advertisement for Bids**

Sealed bids for the collection, transportation, and delivery for processing of recyclable materials generated within the City of Urbana, Ohio and/or collection and disposal of solid waste generated at city facilities within the City of Urbana, Ohio will be received by the City of Urbana Finance Office, 205 South Main Street, Urbana, Ohio, until 10:00 A.M., on Monday, July 16, 2012 at which time bids will be publicly opened and read aloud.

The Bidding Documents, which include Bid Notice, Specifications and Bid Forms, may be obtained at the City of Urbana Finance Office, 205 South Main Street, Urbana, Ohio at no cost during regular business hours. A copy of the bid notice and bid forms can be also be downloaded from our website at www.urbanaohio.com. To access the bid section of the website, click on city offices, then bid info and surplus.

The City shall select what it determines to be the lowest and best bid for the Services. No bids shall be withdrawn for a period of 60 days after the opening thereof.

Bids shall be signed and submitted on City bid forms included in the bid package. The sealed envelope shall be marked "Recycling Services and City Facility Solid Waste Collection". Each bid shall contain the full name of the party or parties submitting the Bid and all persons interested therein.

Unless the bidder shall have made an alternative arrangement acceptable to the City in its discretion which may include a cashier's check or certified check drawn on a solvent bank, all bids shall be accompanied by a Bid Bond in the amount of Five Thousand Dollars (\$5,000.00) as security that if the bid is accepted, a contract will be entered into with the City in accordance with the terms and condition of the appropriate Agreement contained within the Bid Documents within Sixty (60) days of the Notice of Award.

In addition to the Bid Bond, the successful bidder, within ten (10) days after receiving Notice of Award, shall furnish and maintain for the term and each extension of the Agreement, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount one hundred thousand Dollars (\$100,000.00) as a guarantee that if the Agreement is entered into, the Recycling Services will be fully performed.

The bidder shall be required to state in full detail, in a Qualifications and Financial Statement, its experience in supplying the Services, as applicable.

Bidders shall be an Equal Opportunity Employer.

The City reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be in the best interest of the City.

Advertise: June 28, 2012; July 5, 2012

Kerry Brugger
Director of Administration
City of Urbana, Ohio
937-652-4302

INSTRUCTIONS TO BIDDERS

1. BIDDING TERMS

- 1) The City invites bids for the weekly unlimited collection, transportation and delivery for processing of Residential Recyclable Materials generated in and collected within the City.
- 2) Residents are responsible for placing Recyclable Materials in an 18 gallon Recycling Container provided by the City to facilitate their identification and collection as Recyclable Materials. Residents are permitted to use an unlimited number of 18 gallon recyclable containers provided by the City. Furthermore, residents are permitted to use an alternative container properly labeled for recycling.
- 3) Bids will be accepted for collection of Recyclable Materials ("Curbside Collection") from Residential Units for a three (3) year term with a total of two (2) possible extensions of one (1) year each. Bidders must submit bids to provide weekly Curbside Collection for the entire City on Thursday of each week (One Day Option).
- 4) Bids also will be accepted to provide weekly Curbside Collection for the entire City on Monday, Tuesday, Wednesday, and Thursday of each week (Up to Four Day Option). Under the Four Day Option, collection shall be broken into four quadrants (Southwest, Southeast, Northwest, and Northeast). Under this option, Scioto Street and Miami Street would serve as the North and South divider. Under this option, North and South Main Street would serve as the East and West divider.
- 5) Bids also will be accepted to provide weekly Curbside Collection for the entire City on two consecutive days of the week (Monday, Tuesday, Wednesday, and Thursday) of each week (Two Day Option). Under the Two Day Option, collection shall be broken into two quadrants (South and North). Under this option, Scioto Street and Miami Street would serve as the North and South divider.
- 6) No option shall be submitted or considered for Curbside Collection for the entire City on three consecutive days of the week.
- 7) Days for collection may be delayed one day for holiday interruptions. All materials must be collected from a Residential Unit in the daytime on a single day with no Curbside Collection to be performed on weekends.
- 8) For bidding purposes, the City estimates that approximately 3,600 Residential Units in the City would be eligible to participate in the Curbside Collection. Bidders shall provide the number of Residential Units the Bidder used in the submission of its bid. The City makes no representation or warranty that any

specific amount of Recyclable Materials will be available for collection by the bidder or that any specific number of Residential Units will be available for collection.

- 9) City Facility Solid Waste Collection and Disposal, including Recycling Services: The successful Bidder will also be required to provide identical recycling services to the City as those provided to Residential Units at no additional cost. Furthermore, solid waste collection and disposal shall be provided to city facilities as designated below at no additional cost:
 - a. **Downtown Business District:** thirteen 30-gallon trash containers (trash only); collection twice per week from April through October (on Mondays & Thursdays, unless otherwise agreed upon) and once per week from November through March (preferably on Thursday, unless otherwise agreed upon).
 - b. **City Building** at 205 South Main Street: one 8-yard dumpster plus recycling option; collection once per week.
 - c. **Oakdale Cemetery** at 319 Patrick Avenue: one 6-yard dumpster plus recycling option; collection once per week.
 - d. **Urbana City Park** at 969 Childrens Home Road: five 6-yard dumpsters plus recycling option; collection once per week.
 - e. **Grimes Airport** at 1636 North Main Street: two 6-yard dumpsters plus recycling option; collection once per week.
 - f. **Street Department** at 412 Taft Avenue: one 6-yard dumpster plus recycling option; collection once per week.
 - g. **Waste Water Treatment Plant** at 1547 Muzzy Road: two 3-yard dumpsters plus recycling option; two 2-yard dumpsters plus recycling option; collection once per week.
- 10) The bidder must provide a description of how the bidder will provide those services and such description shall include, at a minimum, a description of the use of a collection vehicle, separation of materials, and which materials will be collected by the same vehicle.
- 11) The Contractor shall be required, at no additional charge, to provide Carry-out Service to a resident with a disability that limits or impairs the ability to walk as certified by the City.
- 12) All bids must include all costs of collection, transportation and processing of the Recyclable Materials to be collected by the successful bidder. All bids must also include all costs of collection, transportation, and disposal of the solid waste generated at city facilities. These costs include the cost of furnishing all necessary vehicles, equipment, labor, tools, materials, and supplies, as well as all associated disposal and/or processing fees, including any and all Governmental Fees, taxes or assessments upon the disposal or processing of Recyclable Materials and City Facility Solid Waste. All recyclable materials collected from within the City must be delivered to the Recycling Processing

Facility selected by the successful bidder. The Bid Forms for the Residential Recycling Services and City Facility Solid Waste Collection and Disposal indicating the not-to-exceed bid price will be provided to all bidders.

- 13) The successful bidder must agree to faithfully perform the duties of the Recycling Services and City Facility Solid Waste Collection and Disposal for the term selected by the City and for any extension thereafter.
- 14) Conditional bids will not be accepted. Bidders must disclose any and all exceptions to the Recyclable Material Provisions Agreement and provide proposed substitute or revised language for such exception to avoid a determination by the City that any such exception is a conditional bid. Any proposed substitution or revised language may not be accepted by the City and may not affect the Bid Price for the Recycling Services if the City accepts the proposed substitute or revised language.
- 15) No bid will be accepted from, or Agreement awarded to, any person, firm or corporation that: (1) is in arrears or is in default to the City upon any debt or contract; (2) is in default as a surety or otherwise, upon any obligation to the City; (3) has failed to perform faithfully any previous contract with the City; or (4) has failed to submit all of the information required by the Bid Forms.
- 16) The City reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid that is deemed by City to be in the best interest of the City.
- 17) Potential bidders may submit proposed collection routes indicating use of United States Routes and State Routes. The Contractor must submit proposed collection routes for approval within 10 days of notice of award.

2. BID DOCUMENTS

a. The Bid Documents are comprised of the:

- PUBLIC NOTICE-ADVERTISEMENT FOR BIDS;
- INSTRUCTIONS TO BIDDERS;
- EXHIBIT A: DEFINITIONS;
- BID FORM FOR RECYCLING SERVICES;
- BID BOND;
- CORPORATE AFFIDAVIT;
- PERSONAL PROPERTY TAXES AFFIDAVIT;
- NON-COLLUSION AFFIDAVIT;
- CITY OF URBANA INCOME TAX AFFIDAVIT;
- UNRESOLVED FINDING FOR RECOVERY CERTIFICATION;
- CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE;
- DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION;

- QUALIFICATIONS AND FINANCIAL STATEMENT;
- RECYCLING SERVICES AGREEMENT;
- PERFORMANCE BOND;
- NOTICE OF AWARD;
- NOTICE TO PROCEED.

Copies of the Bid Documents may be obtained as stated in the Legal Notice to Bidders. Complete sets of Bid Documents shall be used in preparing bids.

- b. The City and any consultants employed by the City, in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining bids for the Recycling Services and City Facility Solid Waste Collection and Disposal and do not confer a license or grant for any other use.
- c. Neither the City nor any consultants employed by the City in preparing the Bid Documents, assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- d. No interpretation of the meaning of the Bid Documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to Kerry Brugger, Director of Administration, 205 South Main Street, Urbana, Ohio 43078 and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids via electronic mail or postal mail. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or emailed to all prospective bidders (at the respective addresses furnished for such purposes), not 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 shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents. Furthermore, all addenda so issued shall be posted on the city's website on the bidding page.
- e. The capitalized terms used throughout these Bid Documents are defined on a separate document entitled Exhibit A: Definitions.

3. BIDDING PROCEDURE

- a. Bids will be received at the City of Urbana Finance Office, 205 South Main Street Urbana, Ohio 43078, until 10:00 a.m. Eastern Daylight Time on Monday, July 16, 2012 and then at said office publicly opened and read aloud. Any bid received after the time and date specified shall not be considered.

- b. Each bid must be submitted on the prescribed Bid Form. The bids must be submitted in sealed envelopes addressed to the City of Urbana Director of Administration 205 South Main Street, Urbana, Ohio 43078, bearing on the outside the name of the bidder, the bidder's address, and the name of the project for which the bid is submitted ("Residential Recycling Services and City Facility Solid Waste Collection and Disposal"). If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified on the Bid Form and stating: BID ENCLOSED.
- c. All blank spaces for bids must be completed in ink or typewritten, and the required documentation must be fully completed, executed and attached to the bid when submitted. All names must be typed or printed below the signatures. The address to which communications regarding the bid are to be directed must be shown. The name, address, telephone and fax numbers and e-mail addresses to which communications regarding the bid are to be directed must be shown on the Bid Form.
- d. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such bid) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each bid by a corporation must include the Corporate Affidavit. Each corporate bidder must also submit evidence of good standing in the bidder's state of incorporation and that the bidder is qualified to conduct business in the State of Ohio. If the bidder is not qualified to conduct business in the State of Ohio, the bidder must represent and warrant to the City that such bidder will take all necessary steps to qualify to conduct business in Ohio if the bidder is the successful bidder. The failure of a bidder to submit within fourteen (14) days of Notice of Award evidence of its qualification to conduct business within the State of Ohio shall terminate the bid award and surrender the Bid Bond or other bid security to the City.
- e. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the bid must accompany the bid. The official address of the partnership must be shown below the signature.
- f. The bid shall be signed and, if necessary, shall be accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Bid Documents must include with the submitted bid a copy of the valid power of attorney.

- g. Each bidder shall execute and submit the Corporate Affidavit, the Personal Property Taxes Affidavit, the Non-Collusion Affidavit, the City of Urbana Income Tax Affidavit, the Unresolved Finding for Recovery Certification, and the Certificate in Compliance with Section 3517.13 of the Ohio Revised Code at the time of submitting its bid.
- h. Each Bidder shall prepare and submit a completed Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.
- i. Each bidder shall submit a Qualifications and Financial Statement ("Statement") stating in detail the experience of the bidder in performing work similar to the services being bid. The Statement shall also include a list of management employees who will supervise performance of the services. The Statement shall include appropriate business and bank credit references, including the name and telephone number of the references who can be contacted to verify the financial condition of the bidder. The City reserves the right to request additional information with respect to the qualifications and financial condition of the bidders, their subcontractors or personnel, which must be provided to the City in writing within five (5) days of any such request.
- j. Each bid shall be accompanied by a Bid Bond, (unless the bidder shall have made an alternative arrangement acceptable to the City in its discretion which may include a cashier's or certified check drawn on a solvent bank), in the amount of Five Thousand Dollars (\$5,000) as a guarantee that if the bid is accepted, the Agreement will be entered into by the bidder and the City. Bonds of all bidders shall be returned when a successful bidder has entered an Agreement for the Recycling Services and has furnished the necessary Performance Bond or when all bids have been rejected.
- k. Each bidder must submit one (1) complete copy of the bidder's entire bid, containing original signatures, price entries and other required information, and with all attachments and certificates required by the Bid Documents. Documents that must be submitted with a bid include:
 - COMPLETED BID FORM with any required power of attorney attached;
 - BID BOND;
 - EXECUTED CORPORATE AFFIDAVIT (if applicable);
 - EXECUTED PERSONAL PROPERTY TAXES AFFIDAVIT;
 - EXECUTED NON-COLLUSION AFFIDAVIT;
 - EXECUTED CITY OF URBANA INCOME TAX AFFIDAVIT;
 - EXECUTED UNRESOLVED FINDING FOR RECOVERY CERTIFICATION;
 - EXECUTED CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE;

-EXECUTED DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION;
-QUALIFICATIONS AND FINANCIAL STATEMENT.

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

4. CONSIDERATION OF BIDS

- a. All bids received in conformity with the Legal Notice to Bidders and the specifications shall be tabulated, as soon as practical, and become a public record. An abstract of the amounts of the bids will be made available after the opening of bids.
- b. All bids shall remain open for sixty (60) days after the bid opening date, but the City may, in its discretion, release any bid prior to that time. Bids for the residential recycling services and city facility solid waste collection and disposal shall be effective from the date of bid opening until the later of the expiration of the three (3) year term of the Recycling Services and City Facility Solid Waste Collection and Disposal Agreement and subsequent one (1) year renewal periods.
- c. The City may conduct any investigation it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial 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 Recycling Services and City Facility Solid Waste Collection and Disposal. 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 carry out the obligations of the Agreement and to perform the Recycling Services and City Facility Solid Waste and Collection and Disposal contemplated therein.
- d. When the City gives a Notice of Award to the successful bidder, the City will forward to the successful bidder at least three (3) unsigned counterparts of the Agreement. Within ten (10) days thereafter, the successful bidder shall sign and deliver to the City at least three (3) counterparts of such Agreement. Within ten (10) days thereafter, the City will deliver one (1) fully signed counterpart of such Agreement to the successful bidder. If the successful bidder fails to execute and return the Agreement within ten (10) days of receiving a Notice of Award, then the City, at its option, may determine that the bidder has abandoned the Agreement and thereupon such bid shall be null and void and the Bid

Bond or other bid security accompanying its bid shall be forfeited to and become the property of the City.

- e. The contract, if awarded, will be awarded to the bidder offering the lowest and best bid to the City considering all options bid and all rights reserved pursuant to the Bid Documents. Notwithstanding the provisions contained herein, the City reserves the right to negotiate Agreement terms, exclusive of price, with the bidder determined to be lowest and best and the right to reject any and all bids.
- f. In addition to the Bid Bond required pursuant to Section 3(j), unless waived by the City, the successful bidder, within ten (10) days after receiving Notice of Award, shall furnish and maintain for the term and each extension of the Agreement, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount one hundred thousand Dollars (\$100,000.00) as a guarantee that if the Agreement is entered into, the Recycling Services will be fully performed.

5. BIDDER'S REPRESENTATIONS AND WARRANTIES

- a. Each bidder by submitting a bid represents and warrants to the City that:
 - (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: (a) examined the Bid Documents thoroughly, (b) visited the City and respective collection locations to familiarize itself with local conditions that may in any manner affect cost, progress or performance of the Recycling Services and City Facility Solid Waste Collection and Disposal, (c) studied and carefully correlated bidder's observations with the Bid Documents, and (d) familiarized itself and will provide the Recycling Services and City Facility Solid Waste Collection and Disposal 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 Collection Services.
- b. Each bidder in submitting its bid represents and warrants that in the hiring and supervision of employees for performance of the Recycling Services and City Facility Solid Waste Collection and Disposal, the bidder and bidder's agents and subcontractors shall not discriminate by reason of race, color, religion, sex, age, disability, national origin or ancestry against any such person or employee.

EXHIBIT A DEFINITIONS

"**Agreement**" means the agreement for the collection, transportation and delivery for processing of Residential Recyclable Materials generated within the City, including the collection and disposal of solid waste generated at city facilities.

"**Automotive Waste**" means any non-liquid, unwanted and discarded automobile parts weighing in excess of fifty (50) pounds as well as discarded tires.

"**Bid Bond**" means a bond issued to guarantee that if the bid is accepted, the Agreement will be entered into by the bidder with the City.

"**Bid Form**" means the forms provided by the City in the Bid Documents on which all bids must be submitted.

"**Bid Documents**" means the documents prepared and furnished by the City required to be used in the submission of all bids.

"**Bulk Items**" means large household objects, including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees.

"**Carry-out Service**" means collection from a location at the Residential Unit other than at the curbside.

"**City Facilities**" means locations owned or controlled by the City at which Recycling Services are required pursuant to the terms of the Recycling Agreement.

"**Contractor**" means the individual or entity with which the City has entered into an agreement for Recycling Services.

"**Contractor Charge**" means the per ton charge for the processing of Recyclable Materials, as applicable, to be charged to the Hauler for the acceptance and processing of Recyclable Materials.

"**Hauler**" means the individual or entity with which the City has entered into an Agreement which will provide Recycling Services to the City.

"**Hazardous Waste**" means any waste which, by reason of its listing, composition or characteristics is a hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980) and related federal, state and local laws and regulations, or any additional or substitute federal, state or local laws and regulations pertaining to the identification, treatment,

storage or disposal of toxic substances or hazardous wastes, as any of the foregoing is from time-to-time amended or replaced.

"Notice of Award" means formal written notification that a bid has been accepted by the City.

"Notice to Proceed" means formal written notice from the City to the successful bidder to begin providing services as provided in the applicable Agreement.

"Performance Bond" means a bond issued to guarantee that if an Agreement is entered into, Services will be fully performed according to the terms and conditions of the Agreement.

"Qualifications and Financial Statement" means the statement provided by the bidder pursuant to the Instructions to Bidders providing detail on the bidder's experience in performing work similar to the applicable service and a list of management employees who will perform the service as well as a statement of the financial condition of the bidder including references.

"Recyclable Materials" Metal Cans (food & beverage), Aluminum Cans (food & beverage), Plastic Bottles #1 (soft drinks & water), Plastic Bottles #2 (milk & detergent & water), Glass Clear, Green & Brown (food & beverage), Paper (newspaper, magazines, telephone books, cereal boxes & junk mail). And may be amended from time to time as permitted pursuant to the Recycling Agreement. In no event shall the Recyclable Materials consist of automobile waste, infectious waste, garbage, yard waste, hazardous waste, unacceptable waste or bulk items.

"Recycling Container" means a container provided by the City to each Residential Unit to hold separated Recyclable Materials for collection.

"Recycling Services" means the collection and delivery for processing of Recyclable Materials generated by the Residential Units within the City and at City-identified facilities.

"Residential Solid Waste" means that portion of Solid Waste that is generated within the City at Residential Units and City Facilities, which is appropriate for delivery to the Designated Facility for Solid Waste, but does not include any Recyclable Materials, Yard Waste, Automotive Waste, Hazardous Waste, or Unacceptable Waste. If any governmental agency or unit having appropriate jurisdiction determines that substances which are not, as of the date of the request for bids, considered harmful, toxic, or dangerous, are in fact harmful, toxic or dangerous or are hazardous or harmful to health, then any such substances or materials shall thereupon constitute Hazardous Waste or Unacceptable Waste for purposes of this definition.

"Residential Unit" means all single-family and two-family premises located in the City.

"Solid Waste" means non-liquid wastes, ashes, cinders, rags, wastepaper, wood and paper boxes, bricks, concrete, dirt, rocks, sand, gravel, remodeling materials, junk, as well as larger household objects such as furniture, non-freon appliances, carpet and padding, mattresses, and box springs, and such other unwanted solid or semisolid material that is not harmful or inimical to public health which is generated within the City. "Solid Waste" shall not include the following: materials generated by a home-operated business; Hazardous Waste; infectious waste; car, tractor and boat batteries; scrap tires; or Automotive Waste weighing more than fifty (50) pounds.

"Unacceptable Waste" means that portion of Solid Waste which is not permitted by Federal or State law, or by regulations of the solid waste district where the Designated Facility for Solid Waste, to be delivered or disposed of at the Designated Facility; medical waste; foundry sand; asbestos, sealed drums/barrels; motor vehicles, marine vessels, agricultural machinery, other types of machinery, and large parts thereof; and liquid wastes, unless the foregoing Unacceptable Waste is delivered in minimal quantities and concentrations as part of normal collections, in which case it shall constitute acceptable Solid Waste. Unacceptable Waste also includes nuclear or radioactive materials to the extent they do not constitute Hazardous Wastes, and any other material that threatens public peace, health or safety, including but not limited to, infectious waste, pathological or biological waste, septic, cesspool, or human waste, human remains, cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, explosives and drugs.

"Yard Waste" means grass, leaves, hedge trimmings, limbs, brush and other vegetative material suitable for organic composting, including holiday trees that is placed in a container marked for such purposes.

BID FORM

TO THE CITY OF URBANA, OHIO FOR FURNISHING COLLECTION, TRANSPORTATION, AND DELIVERY FOR PROCESSING OF RESIDENTIAL RECYCLABLE MATERIALS GENERATED WITHIN THE CITY AND COLLECTION AND DISPOSAL OF SOLID WASTE GENERATED AT CITY FACILITIES AS SPECIFIED IN THE BID DOCUMENTS ATTACHED HERETO:

The bidder declares that: the only persons, company, or parties interested in this bid as principals are identified below; the bidder has carefully examined the attached Bid Documents, including the Agreement; the bidder has thoroughly investigated and familiarized itself with the character and subject of the Bid Documents, including the Agreement; and if this bid is accepted, the bidder will contract with the City in the Agreement attached hereto, to furnish services to the City according to the Bid Documents and the Agreement, for the following prices:

DESCRIPTION OF SERVICE: WEEKLY COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS, COLLECTION AND DISPOSAL OF SOLID WASTE GENERATED AT CITY FACILITIES AS SPECIFIED

ESTIMATED COLLECTIONS: Approximately 3,600 Residential Units within the City of Urbana, City Facilities as Specified

Recycling Materials shall be delivered to the facility or facilities selected by the bidders and identified below.

THE FOLLOWING NOT-TO-EXCEED BID PRICES INCLUDE THE TOTAL COST OF COLLECTION, TRANSPORTATION AND DELIVERY FOR PROCESSING OF RESIDENTIAL RECYCLABLE MATERIALS AND THE TOTAL COST OF THE COLLECTION AND DISPOSAL OF SOLID WASTE GENERATED AT CITY FACILITIES AS SPECIFIED IN THE BID DOCUMENTS.

The current estimated number of qualifying Residential Units is 3,600. The Bidder has reviewed the City and Champaign County tax record and based its bid on _____ Residential Units which is close to the estimated 3,600 Residential Units.

Additionally, persons with a disability which limits or impairs the ability to walk as certified by the City shall receive Carry-out Service at the same price to households not receiving Carry-out Services.

its option, may determine that the undersigned has abandoned the Agreement and thereupon this bid shall be null and void and the Bid Bond or other bid security accompanying this bid shall be forfeited to and become the property of the City; otherwise, the Bid Bond or other bid security accompanying this bid shall be returned to the undersigned on demand.

THE FULL NAME AND RESIDENCE OF ALL PERSONS AND PARTIES INTERESTED AS PRINCIPALS IN THE FOREGOING BID ARE AS FOLLOWS:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

COMPANY OR BIDDER'S NAME _____

STREET ADDRESS _____

CITY, STATE, ZIP CODE _____

FAX NUMBER _____

TELEPHONE NUMBER _____

E-MAIL ADDRESS _____

SIGNATURE OF BIDDER _____

TITLE _____

DATE _____, 2012

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as principal ("Principal"), and _____, as surety ("Surety"), are hereby held and firmly bound unto the City of Urbana, Ohio (the "City"), in the penal sum of Five Thousand Dollars (\$5,000.00), lawful money of the United States. For the payment of such sum to be made, the Principal and Surety bind their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of _____, 2012, submit a bid to the City for the Collection, Transportation and Delivery for Processing of Residential Recyclable Materials generated within the City of Urbana and the Collection and Disposal of Solid Waste Generated at City Facilities within the City of Urbana, Ohio ("Recycling and Solid Waste Bid").

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

IN WITNESS WHEREOF, the above parties have executed this Bond under their several seals, if any, this _____ day of _____, 2012, by their respective representatives, pursuant to authority of their respective governing bodies.

(Name of Principal)*

By: _____
Its: _____

Address:

Affix
Corporate
Seal

(Name of Corporate Surety)*

By: _____
Its: _____

Address: _____

Affix
Corporate
Seal

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

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are:

An INDIVIDUAL whose signature is affixed to this Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

I, _____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Bond; that _____, who signed the Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

Approved as to form:

Date: _____

CORPORATE AFFIDAVIT

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO

COUNTY OF _____; ss:

_____, being duly sworn, deposes and says that he/she is Secretary of the _____, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

Name of Corporation

AFFIANT further says that:

Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Name of Agreement

for said Corporation by virtue of:

(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 2012

Notary Public
My Commission Expires:

PERSONAL PROPERTY TAXES AFFIDAVIT
(ORC 5719.042)

STATE OF OHIO
COUNTY OF _____, ss:

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

Title and Name of Company

and that he/she or

Name of Company

was:

- (1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of Champaign County, Ohio, at the time of submitting the bid for the Residential Recycling Services and City Facility Solid Waste Collection and Disposal.

(OR)

- (2) CHARGED with delinquent personal property taxes on the general tax list of personal property of Champaign County, Ohio, at the time of submitting the bid for the Recycling Services and City Facility Solid Waste Collection and Disposal and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught:

COMPANY

AFFIANT AND TITLE

Sworn to before me, a Notary Public, this _____ day of _____, 2012.

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

State of Ohio

County of

BID Identification: Collection, Transportation and Delivery for Processing of Residential Recycling and Collection and Disposal of Solid Waste Generated at City Facilities

CONTRACTOR

_____,
(Name)

being first duly sworn, deposes and says that he is _____ of
(sole owner, a 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 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 any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or any one interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: _____

Subscribed and sworn to before me this
_____ day of _____, 2012

Seal of Notary

Notary Public

CITY OF URBANA INCOME TAX AFFIDAVIT

STATE OF _____

ss

COUNTY OF _____

_____ being first duly sworn deposes and says
as follows:

1. That he holds the office of _____ in _____
Company;
2. That said Company will comply in all respects with the City of Urbana, Ohio Income
Tax Ordinances and Regulations, as the same pertain to said project;
3. More affiant sayeth not.

Authorized Signature

Swore to a subscribed in my presence, this _____ day of _____,
2012.

Notary Public, State of Ohio
My commission expires _____, 20____.
Recorded in _____ County

CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

I, _____, an individual or as a representative
(Please print)
of _____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the City of Urbana, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further state that I have the authority to make the following representation on behalf of myself or of the business entity:

1. That none of the following has individually made within the previous twenty-four (24) months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Urbana City Council or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (d) of this section (only applicable to contributions made on or after September 28, 2007).

2. That none of the following, in combination of two (2) or more, have made since September 28, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following in combination will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Urbana City Council or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age or any person identified in divisions (a) through (c) of this section;

- f. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
- 3. I recognize that any contract awarded to me in violation of R.C. 3517.13 may be rescinded and that I may be either fined not more than one thousand dollars or an amount equal to three times the amount contributed in excess of the amount permitted by the applicable division, if I am found guilty..
- 4. I further recognize that, pursuant to R.C. 3517.992(R)(3), knowingly making a false statement on this certification is a fifth degree felony.

Signature

Title

Date

Sworn to before me, and subscribed in my presence this ____ day of _____,
20____.

SEAL

Notary Public

DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION



1. OHIO DEPARTMENT OF PUBLIC SAFETY
2. DIVISION OF HOMELAND SECURITY
3. <http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

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

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

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

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

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

BUSINESS/ORGANIZATION NAME	PHONE		
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

DECLARATION

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

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

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

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

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

APPLICANT SIGNATURE X	DATE
---------------------------------	------

**AGREEMENT FOR THE COLLECTION,
TRANSPORTATION AND DELIVERY FOR PROCESSING OF
RESIDENTIAL RECYCLABLE MATERIALS
GENERATED WITHIN THE CITY OF URBANA, OHIO AND COLLECTION AND
DISPOSAL OF SOLID WASTE GENERATED AT CITY FACILITIES WITHIN THE
CITY OF URBANA, OHIO**

This Agreement for the collection, transportation and delivery for processing of Residential Recyclable Materials and Collection and Disposal of Solid Waste generated at City Facilities within the City of Urbana, Ohio ("Recycling Services and City Facility Solid Waste Collection and Disposal") generated within the City of Urbana, Ohio (the "Agreement") entered into this ___ day of _____ 2012, is by and between the City of Urbana, Ohio (the "City"), with its offices located at _____, Urbana, Ohio _____, and _____ ("Contractor"), a _____ (corporation, limited liability company, partnership, sole proprietorship or _____, circle correct form of business) with an office located at _____, Ohio _____.

RECITALS

WHEREAS, pursuant to Section 715.43 of the Ohio Revised Code and the City's Charter and/or other powers, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste generated within the City; and

WHEREAS, the City has determined that it is in the best interests of the residents of the City that the City arrange for the collection, transportation, delivery and processing of the Residential Recyclable Materials generated at Residential Units and City Facilities located within the City from a single collection contractor on an exclusive basis; and

WHEREAS, on _____, 2012 and on _____, 2012, the City invited through advertisement in the _____ qualified providers of Residential Recycling Services and City Facility Solid Waste Collection and Disposal and to submit bids to provide such services on the terms and conditions contained herein; and

WHEREAS, on _____, 2012, following the official opening of bids by the City, and consideration of bids for the Recycling Services and City Facility Solid Waste Collection and Disposal, the City determined that the Contractor was qualified to provide the Recycling Services and City Facility Solid Waste Collection and Disposal and approved the award of the contract to the Contractor; and

WHEREAS, the City and the Contractor have agreed on the terms and conditions for the Recycling Services and City Facility Solid Waste Collection and

Disposal in conformance with the Bid Documents, including this Agreement and the Bid Form of the Contractor; and

WHEREAS, the City and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services and City Facility Solid Waste Collection and Disposal identified herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the parties incorporate the foregoing recitals and hereby agree as follows:

ARTICLE I -- DEFINITIONS

The capitalized terms used herein shall be defined as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

ARTICLE II -- TERMS AND AGREEMENT

- 2.1 **Term.** The Term of this Agreement shall be for three (3) years, beginning _____, 2012, and terminating _____, 2012.
- 2.2 **Extension.** This Agreement may be extended for two (2) additional consecutive term of up to one (1) year in the sole discretion of the City, on the same terms and conditions herein. The City must provide no less than sixty (60) days advance written notice to the Contractor of its intent to extend this Agreement.
- 2.3 **Independent Contractor.** During the term and any extensions of this Agreement, and on the terms and conditions contained herein, the City hereby authorizes the Contractor, and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, on behalf of the City, Residential Recyclable Materials generated at Residential Units within the City.
- 2.4 **Exclusive Provider.** Residents may not employ another hauler to perform the Recycling Services provided for under this Agreement and residents will be required to receive Recycling Services from the Contractor pursuant to this Agreement. The City shall bill the residents for Recycling Services.

ARTICLE III-- CONTRACTOR'S SERVICE REQUIREMENTS

- 3.1 **Collection, Transportation and Delivery of Residential Recyclable Materials to Recyclable Materials Facility.** The Contractor shall provide regular weekly collection of Residential Recyclable Materials to each

Residential Unit located within the City on _____ [initial if collection of Residential Recyclable Materials from all Residential Units must be completed on Thursday of each week]; or _____ (initial if collection of Residential Recyclable Materials will be collected on no more than four (4) weekdays with no weekend collection of each week]. The Contractor shall deliver all Recyclable Materials to the Processing Facility of its choice. The Contractor shall be responsible for all charges, costs, fees and expenses incurred for delivery, disposal or processing of all collected materials. Separated Recyclable Materials shall not be landfilled. Residents shall be permitted to discontinue Recycling Services on a temporary basis while on vacations of three (3) months or more upon notification provided to the Contractor and/or the City.

- 3.2 **Commercial Establishments Excluded.** This Agreement does not require the Contractor to provide any services to commercial establishments within the City or solid waste collection to Residential Units within the City. The Contractor may, in its sole discretion, enter into private contracts to provide solid waste collection and/or disposal services to commercial establishments or Residential Units within the City.
- 3.3 **Collection Routes and Day of Collection.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish the City, for approval by the City, the collection routes consisting of a route map, showing the individual routes and their beginning and ending points. Collection of Residential Recyclable Materials shall be performed on the day or days specified in paragraph 3.1 above except as provided in paragraph 3.4 below. The Contractor may not change the day of collection without written approval by the City. In the event such a change is approved by the City, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City retains the right to adjust the collection routes to provide for public convenience and safety.
- 3.4 **Holidays.** Holidays that may be observed by the Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday occurs on the designated collection day, the collection day shall be the weekday immediately following the holiday. A list of observed holidays shall be provided to the Residential Units as required pursuant to Section 3.4.
- 3.5 **Starting and Ending Time.** Collection of Residential Recyclable Materials shall occur between 7:00 a.m. and 6:00 p.m. on the day(s) designated for collection. In the event the City notified the Contractor that it has been in violation of this section two or more times in any ninety (90) day period, except for the purposes of picking up missed collections pursuant to Section 6.1 herein, the City may withhold two hundred dollars

(\$200.00) per occasion from the monthly release of payment to the Contractor pursuant to Section 5.1 herein.

- 3.6 **Complaints.** The Contractor shall, before 4:00 p.m. and before the last collection vehicle leaves the City at the end of the day of collection, contact the City to determine if any complaints have been received. The Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection as provided in Section 6.1 herein.
- 3.7 **Procedure for Curbside Collection Services.** Except as provided in Section 3.9 herein, collection of Residential Recyclable Materials shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for multi-family units.
- 3.8 **Procedure for Carry-out Collection Services.** The Contractor shall provide carry-out collection services at the same rate as the curbside collection services to any City-designated resident with a physical disability which limits or impairs the ability to walk.
- 3.9 **Handling Procedures.** Recycling Containers shall be returned to the location from which they were removed. Such container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours or the end of the collection day, whichever comes first. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such services using City employees subject to Section 5.1 herein.
- 3.10 **Quantity of Residential Recyclable Materials.** All Residential Recyclable Materials generated at each Residential Unit shall be collected by the Contractor provided that it does not exceed fifty pounds of Recyclable Materials per Recycling Container and does not violate the standards set forth in Section 3.12 herein.
- 3.11 **Recyclable Materials Containers.** The City shall provide each Residential Unit with an unlimited number of 18 gallon recyclable containers. Furthermore, residents shall be permitted to use an alternative container properly labeled for recycling.
- 3.12 **Violation of Placement, Size, Weight Standards; Refusal To Pick-Up.** Upon the first instance that a resident places Residential Recyclable Materials for collection in a manner that violates *the standards set forth in*

Section 3.11, the Contractor shall collect such items and leave a tag advising the resident of the reasons why such placement of materials is unacceptable. Upon any subsequent instance that a resident places Residential Recyclable Materials for collection in a manner that violates the standards set forth in Section 3.11, the Contractor may refuse to pick up such materials provided that at the time of refusal the Contractor leaves a tag advising the resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this Section. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the residents receiving the Collection Services.

3.13 **Damage To Recycling Containers.** The Contractor shall exercise due care to avoid damaging Recycling Containers. The Contractor shall make a like kind replacement of Recycling Containers that it has substantially damaged through the negligence of the Contractor.

3.14 **City Facility Solid Waste Collection, including Recycling.** The successful Bidder shall also be required to provide identical recycling services to the City as those provided to Residential Units at no additional cost. In addition, the successful Bidder shall provide solid waste collection and disposal at city facilities as noted below:

Downtown Business District: thirteen 30-gallon trash containers (trash only); collection twice per week from April through October (on Mondays & Thursdays, unless otherwise agreed upon) and once per week from November through March (preferably on Thursday, unless otherwise agreed upon).

City Building at 205 South Main Street: one 8-yard dumpster plus recycling option; collection once per week.

Oakdale Cemetery at 319 Patrick Avenue: one 6-yard dumpster plus recycling option; collection once per week.

Urbana City Park at 969 Childrens Home Road: five 6-yard dumpsters plus recycling option; collection once per week.

Grimes Airport at 1636 North Main Street: two 6-yard dumpsters plus recycling option; collection once per week.

Street Department at 412 Taft Avenue: one 6-yard dumpster plus recycling option; collection once per week.

Waste Water Treatment Plant at 1547 Muzzy Road: two 3-yard dumpsters plus recycling option; two 2-yard dumpsters plus recycling option; collection once per week.

Each facility will be given 18 gallon recycle bins to be serviced once per week. Contractor reserves the right to provide larger bins for the collection of recyclables from city facilities to reduce solid waste volume.

- 3.15 **Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide all of the Recycling Services required under this Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment, and shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Residential Recyclable Materials shall be enclosed, washed and cleaned, leakproof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City. All vehicles shall be painted uniformly, and shall bear clear and visible statements of the Contractor's name and complaint telephone number that are sufficiently large so that the statements can be read from a distance. All vehicles and equipment may be inspected from time to time by the City to determine that the same are clean, sanitary and in safe operating conditions; however, such a determination shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that in the opinion of the City are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City. Failure to comply with these standards constitutes grounds for termination of this Agreement by the City.
- 3.16 **Workmanship.** All Services performed by the Contractor pursuant to this Agreement shall be in a competent and workmanlike manner.

ARTICLE IV-- GENERAL CONTRACTOR RESPONSIBILITIES

- 4.1 **Employee Training.** The Contractor shall provide training in operations and safety practices for all employees involved in providing Recycling Services pursuant to this Agreement. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type.
- 4.2 **Conduct of Contractor's Employees.** The Contractor shall perform all Recycling Services required in this Agreement in compliance with federal, state and local laws, ordinances, rules and regulations. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. The City may require transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.
- 4.3 **Contractor's Office and Telephone.** The Contractor shall maintain telephone facilities with a non-toll telephone number from the City, which shall be manned by a live operator on working days from 8:00 a.m. to 5:00 p.m., and be available during those times to receive any complaints regarding the Contractor's services to Residential Units. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven days per week.
- 4.4 **Contractor Ability To Communicate With Vehicles In The Field.** The Contractor shall maintain two-way radio or cellular or vehicle telephone service with all vehicles providing Recycling Services within the City so that the Contractor's office may communicate with the operators of such vehicles in order to expedite the Contractor's response to complaints regarding services to Residential Units.
- 4.5 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the life of this Agreement, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of One Hundred Thousand Dollars (\$100,000.00).
- 4.6 **Compliance with Authority Rules.** The Contractor shall comply with any and all rules adopted by the Board of Directors of the North Central Ohio Solid Waste Management District and the Champaign County Board of Health.

ARTICLE V -- BILLING AND PAYMENT

- 5.0 **Compensation.** The City agrees to pay Contractor an amount not to exceed _____ (\$_____), for services rendered pursuant to this contract. The City agrees to pay for services provided, within 14 days, in which such invoice, as approved by the City, is submitted by the Contractor and subject to any Deduction as set forth in this contract.
- 5.1 **Deduction from Fees For Non-performance From Payments Owed To Contractor.** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two or more times in any ninety (90) day period, even if corrected within twenty-four hours, then the City may withhold from the monthly release of payment to the Contractor the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event the City performs cleanup services pursuant to Section 3.9 herein, the City may withhold from the monthly release of payment to the Contractor one hundred dollars (\$100.00) per service call plus Fifty Dollars (\$50.00) per hour for services performed. The remedies available pursuant to this section are in addition to any other remedies available to the City and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.
- 5.2 **Termination of Service.** The Contractor shall discontinue Recycling Services to any Residential Unit upon receipt of notice from the City, and shall resume collection at that Residential Unit on the next regularly scheduled collection day following receipt of notice from the City to resume service.

ARTICLE VI -- MISSED COLLECTIONS, BREACH OF CONTRACT, TERMINATION

- 6.1 **Missed Collections.** If Missed Collections are reported to the Contractor prior to 4:00 PM on the collection day, the Contractor shall return and make the collections on that day. If reported after 4:00 PM, the Contractor shall make the missed collections within 24 hours of notification of any missed collection. If an entire area, street, road, or court is missed due to the Contractor's oversight and/or fault, the Contractor shall collect the missed Residential Recyclable Materials the evening of the day the missed collection is reported to the Contractor.
- 6.2 **Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City may terminate the Agreement in the following manner: the City shall provide to the Contractor, by certified mail, a written notice of failure of

performance for any such material failure or breach of this Agreement. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the performance issues identified in the notice of failure to perform have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, the City may terminate this Agreement. Any such termination shall not take effect until at least ten (10) days following the expiration of the period of corrective action.

In the event of termination, the Contractor's surety, if any, shall have the right to take over and perform under 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 shall take over the work and 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 provide or obtain cover, the effective termination date may be delayed by the City until it shall have completed the process of obtaining a substitute service provider to provide the Recycling Services required herein. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination.

Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Recycling Services. A bona fide complaint is a complaint which the City has inspected, has validated, has established that the complaint was the responsibility of the Contractor under the terms of this Agreement, and has entered into an official log or other report for the purpose of recording such bona fide complaints.

- 6.3 **Termination for Change of Control of Contractor.** The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award and such ownership and control is a material term in such award. If during the term of this Agreement, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the City is able to obtain alternate service.

ARTICLE VII -- DATA COLLECTION AND REPORTING

- 7.1 **Data Collection and Quarterly Reporting.** The Contractor shall maintain information and data on the services provided by the Contractor pursuant to these specifications, and shall compile such information and data in the

following records, using forms provided or approved by the City or as otherwise mutually agreed by the City and the Contractor: a.) a record of the number of Residential Units within the City collected by the Contractor on each regular collection day; b.) a record of the total amount of Residential Recyclable Materials collected within the City pursuant to this Agreement. The Contractor shall prepare the foregoing records and provide them to the City on a quarterly basis.

ARTICLE VIII -- INSURANCE AND INDEMNIFICATION

- 8.1 **Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any extension of this Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring in or as a result of the performance of the Recycling Services, with the following minimum limits: (i) one million dollars (\$1,000,000) on account of bodily injuries to, or death of, one person; (ii) two million dollars (\$2,000,000) on account of injuries or death resulting from one accident or disaster; and (iii) five hundred thousand dollars (\$500,000) on account of damages to property. The commercial general liability insurance policy shall include broad contractual liability in support of any indemnity provisions in this Agreement.
- 8.2 **Automobile Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term and any extension of this Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Contractor, automobile public liability and property damage insurance against claims for personal injury, death or property damage, occurring as a result of the use and operation of motor vehicles and equipment in the performance of the Recycling Services, with the following minimum limits on a per occurrence basis: (i) one million dollars (\$1,000,000) general liability; (ii) one million dollars (\$1,000,000) uninsured and underinsured motorist.
- 8.3 **Workers' Compensation Coverage.** Prior to commencing work under this Agreement, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement, and the Contractor shall hold the City free and harmless for all personal injuries of all persons performing work for the Contractor under this Agreement.
- 8.4 **Insurance Policies.** All insurance provided for in this Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City and authorized to do business in the state of Ohio.

The City shall be named as an additional insured in such insurance policies. Originals of the policies of such insurance or certificates thereof shall be delivered to the City promptly upon commencement of the term of this Agreement and originals or extensions thereof or certificates thereof shall be delivered to the City not less than thirty (30) days prior to the expiration dates of the respective policies. Each policy shall provide that the insurance company shall give notice to the City at least thirty (30) days prior to the effective date of any cancellation of such insurance policy.

8.5 **Indemnification.** The Contractor shall save, indemnify and hold the City, its Mayor, council members, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Agreement, provided that any such claim, damage, loss, or expense:

8.5.1 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

8.5.2 is caused in whole or in part by any negligent act or omission and /or willful misconduct 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.

8.6 **Environmental Indemnification.** The Contractor shall save, indemnify and hold the City, its Mayor, council members, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from 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 Recycling Services. Any indemnitee shall promptly notify the Contractor of any

assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section 8.6 shall survive expiration or earlier termination of this Agreement.

8.7 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any council members, the Mayor, employees, agents, officers and consultants of the City.

8.8 **Indemnity Not Limited.** In any and all claims against the City or any of its agents or employees, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees benefit acts.

ARTICLE IX – MISCELLANEOUS

- 9.1 **Bid Form.** The Bid Form attached hereto as Exhibit B and identified herein are incorporated by reference and made a part hereof. In the event of any conflict between the Bid Form and a provision of this Agreement, this Agreement shall control.
- 9.2 **Entire Agreement.** This Agreement and the Bid Form incorporated herein 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. Time is of the essence regarding all provisions of this agreement.
- 9.3 **Notices.** Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the City, attention Director of Administration, at their respective addresses set forth above. Any change in address must be given in like manner.
- 9.4 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach of this Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.
- 9.5 **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio and the City Charter.
- 9.6 **Unenforceable Provision.** If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate, timely and in good faith, a replacement provision for any provision so stricken.
- 9.7 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.
- 9.8 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement on the date set forth above.

(SEAL)

ATTEST:

CITY OF URBANA, OHIO:

Notary Signature

Kerry Brugger, Director of Administration

Name _____
(Please print)

APPROVED AS TO FORM:

Gil S. Weithman, Law Director

The Contractor must indicate whether Corporation, Limited Liability Company, Partnership, Company or Individual. THE PERSON SIGNING SHALL, IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, HIS OWN NAME, AND HIS TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT OR VICE PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT.

(SEAL)

Name

ATTEST:

Street Address

Notary Signature

City/State/Zip

Name _____

(Please print)

Signature

Title

Federal ID# _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

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

Principal, and _____
(Name of Surety)

(Address of Surety)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with _____ (OWNER), dated the ___ day of _____, 2012, a copy of which
is hereto attached and made a part hereof, for the collection, transportation and delivery for
processing of Residential Recyclable Materials and City Facility Solid Waste Collection and Disposal.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,

each WHICH shall be deemed an original, this the _____ day of _____, 2012.

ATTEST:

(Principal)

(Principal) Secretary By: _____

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary By: _____

(SEAL)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: Collection, Transportation, and Delivery for Processing of Residential Recyclable Materials and City Facility Solid Waste Collection and Disposal. Unless extended, the term of the Agreement shall commence 12:01 a.m., September 1, 2012, and expire at midnight, _____, 2015.

The City of Urbana, Ohio (the "City") has considered the bid submitted by you on _____, 2012 for the above described project in response to its Advertisement for Bids date and Instructions to Bidders.

You are hereby notified that your bid to provide Recycling Services and City Facility Solid Waste Collection and Disposal has been accepted.

You are required by the Instructions to Bidders to execute the Agreement within ten (10) calendar days from the date of this notice to you.

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

Dated this _____ day of _____, 2012.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 2012.

By: _____

Title: _____

NOTICE TO PROCEED

To: _____

PROJECT DESCRIPTION: Collection, Transportation, and Delivery for Processing of Residential Recyclable Materials and City Facility Solid Waste Collection and Disposal. Unless extended, the term of the Agreement shall commence 12:01 a.m., September 1, 2012, and expire at midnight, _____, 2015.

You are hereby notified to commence the Recycling Services and City Facility Solid Waste Collection and Disposal in accordance with the Agreement dated _____, 2012, on or before _____, 2012, and you are to continue to provide the Recycling Services and City Facility Solid Waste Collection and Disposal until midnight, _____, 2015.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____ this
_____ day of _____, 2012

By: _____

Title _____