

York Township

Medina County, Ohio

Invitation to Bid

Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials Generated in and Collected from Residential Units in York Township, and Township Facilities

Mandatory Pre-Bid Meeting

___ day, Month __, 2019

1:00 p.m.

York Township Hall
6609 Norwalk Road
Medina, OH 44256

Bid Opening

Thursday, Month __, 2019

6:30 p.m.

York Township Hall
6609 Norwalk Road
Medina, OH 44256

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SECTION I - LEGAL NOTICE TO BIDDERS

Bid for Solid Waste Services

York Township is requesting bids to select a vendor for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated by Residential Units and Township Facilities (“Required Services”). On October 26, 2017, resolution number 17-10-10, by unanimous vote of the Board, the York Township Trustees hereby give notice of the creation of the York Waste Disposal District for managing solid waste services and matters, pursuant to ORC 505.27 and 505.28.

Bid packages are available from yorktwp@yorktwp.org, at York Township Hall, 6609 Norwalk Road, York 44256, Monday, Tuesday and Thursday 9:00 am – 4:30 pm. Sealed Bids for the Required Services shall be accepted at the above address until 6:30pm on Thursday, MM DD, 2019. Bids will be publicly opened and read aloud at the regular Trustee meeting that day at 6:30pm. Selected Bidder must secure a Performance Bond as required for provision of the Required Services. York Township reserves the right to abandon the Bid Process and to reject all Bids at any time. **A mandatory pre-bid meeting will be held at 1:00pm on DAY, MM DD, 2019** at the above address.

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SECTION II - OVERVIEW OF THE INVITATION TO BID

York Township issues this Invitation to Bid for the purpose of obtaining bids for the Required Services, which includes Collection Services for Solid Waste and Recyclable Materials. Capitalized terms used throughout this Overview of the Invitation to Bid and Instructions to Bidders and attached Bid Documents are defined in Exhibit B, Defined Terms.

- 2.1 Introduction** York Township is located in Medina County, Ohio, and has issued this invitation to bid for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated by Residential Units and Township Facilities within York Township (“Collection Services” or “Required Services”).

This Bid Process offers Bidders an opportunity to be the exclusive provider of the Required Services to approximately 1,900 Residential Units in the community.

Bid submissions will be due on or before **Thursday, MM DD, 2019** for the Required Services, which includes the Collection, Transportation and Delivery of Solid Waste and Recyclable Materials. Bids will be accepted for a term of five (5) years.

All Bidders shall disclose with their bids the identity and location of facilities with which Bidders have made prior arrangements for disposal of Solid Waste (Medina County Solid Waste District Facility located at 8700 Lake Road, Seville, OH) and processing of Recyclable Materials.

Bidders for the Collection Services shall submit the cost of the Required Services for a not-to-exceed price per Residential Unit per month based upon the number of Residential Units to be served. The price shall include, at no extra charge, the cost of collection and provision of containers at Township Facilities, identified in Exhibit 2. Bids for Collection Services shall be inclusive of all costs for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials, including the disposal or processing fee, if any, at the facilities identified by Bidders.

Bidders are required to submit a Bid Bond, and the Successful Bidder shall be required to submit a Performance Bond in the amount required for the Required Services. York Township reserves the right to abandon the Bidding Process for any reason, and/or reject any Bid that is unresponsive or conditional, and waive any and all nonconformities or irregularities contained in the Bid that do not affect price. Such rights shall be at the sole discretion of York Township.

- 2.2 Bid Submission Process** Copies of the Bid Documents are on file and may be obtained from Dorothy Crouch Monday, Tuesday and Thursday from 9:00 am – 4:30 pm, at York Township Hall, where they are available for inspection and/or may be obtained by prospective Bidders. All Bids shall be: (a) submitted on the appropriate Bid Forms contained in the Bid Documents; (b) contain all information and documentation as required by the Bid Documents; and (c) be returned in a sealed envelope or package, hand-delivered or mailed to: York Township Hall, c/o Dorothy Crouch, 6609 Norwalk Road, York, Ohio 44256, and clearly marked “**2019 York Township Bid for Solid Waste and Recyclable Materials Services**”.

Interested Bidders are advised to register their interest by contacting Ann Foky at Afoky@medinaco.org, with “**2019 YORK TOWNSHIP BID FOR SOLID WASTE AND RECYCLABLE MATERIALS SERVICES**” in the subject line. In order to register, interested Bidders shall provide the following information: (1) name of potential Bidder requesting the Bid

Documents; (2) name of the individual to whom the Bid Documents are to be addressed, and the name of the individual to contact by telephone, if different; (3) mailing address of the potential Bidder; (4) telephone number of the potential Bidder; and (5) an e-mail address to which any addendums to the Bid Documents are to be addressed. **Providing complete contact information is the only way to ensure that interested Bidders receive subsequent Bid Document addendums.**

All Bids shall be accompanied by a separate Bid Bond. Such Bid Bond serves as security that if the Bid is accepted, an agreement will be entered into within fourteen (14) days of the Notice of Award in accordance with the terms and conditions of the Collection Services Agreement included in the Bid Documents.

York Township will receive sealed Bids for the Required Services at York Township Hall until **6:30pm on Thursday, MM DD, 2019**. Bids will be publicly **opened and read aloud at the regular Trustee meeting that day at 6:30pm**. By the submission deadline, Bidders must submit one (1) original and three (3) duplicate copies of the Bid in a sealed envelope or package clearly marked **“2019 YORK TOWNSHIP BID FOR SOLID WASTE AND RECYCLABLE MATERIALS SERVICES”**. Bids will be considered valid until one hundred eighty (180) days after the Bid Opening Date, whether accepted or rejected.

2.3 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: Unlimited Service – Attach Recycling Processing Formula (per Ton and per RU Calculations) to Bid Form 3

Bid Form 4: Price Sheet: Bag Service– Attach Recycling Processing Formula (Per Ton and per RU Calculations) to Bid Form 4

Bid Form 5: Price Sheet: Bulky Items Service

Bid Form 6: Price Sheet: Pricing for Additional Carts

Bid Form 7: Bidder's Representations and Warranties

Bid Form 8: Non-Collusion Affidavit

Bid Form 9: Personal Property Tax Affidavit

Bid Form 10: Taxpayer Identification - W-9 Form

Current Ohio Worker's Compensation Certificate

Bid Bond

SECTION III – DEFINED TERMS

The capitalized terms used in this Collection Agreement are defined herein.

Bags and Cans: containers supplied by the Residential Unit to contain Solid Waste. Containers and plastic bags shall be sufficient to bear the weight of the materials therein and the outside environment. Fifty-five (55) gallon drums and barrels are not considered acceptable containers for Solid Waste. Cardboard boxes are not considered acceptable containers for Solid Waste. Bags and Cans are not to **exceed forty (40) pounds** in weight.

Base Bid Price: the per Residential Unit per month bid price for Solid Waste and Recyclable Materials Collection Services, including provision of a sixty-four (64) gallon or ninety-six (96) gallon wheeled Solid Waste collection container provided by; delivered by; and maintained by the Contractor.; as well as a sixty-four (64) gallon or ninety-six (96) gallon wheeled Recyclable Materials collection container provided by; delivered by; and maintained by the Contractor. Provision of Contractor-Provided 30 Gallon Plastic Bags shall also be included in the Base Bid Price for specific levels of service.

Bid Bond: a bond ensuring the Township that the Successful Bidder will execute the agreement for the Required Services substantially in the form provided in the Bid Documents.

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a bid in response to the Invitation to Bid for The Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials Generated within the Township of York, Ohio.

Bid Documents: collectively, the documents prepared and furnished by York Township inviting bids to obtain the Required Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to each of the agreements included in the Bid Documents upon which a Bidder shall submit its Base Bid Price for the per Residential Unit (RU) per month bid price for Collection Services and for other Base Bid Services.

Bid Process: the bidding process for the Required Services and other Optional Services of York Township for The Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste and Recyclable Materials Generated within the Township of York, Ohio.

Bulky Items: any Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a sixty-four (64) gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances, and those items identified in the Collection Agreement. With the exception of evacuated refrigerators and couches, all Bulky Items shall individually weigh less than one hundred (100) pounds. Glass windows, doors and walls shall have glass removed or taped and covered by cardboard. Carpet and padding must be cut to a forty-eight-inch (48") bundle and weigh less than forty (40) pounds. Mattresses and cloth furniture must be wrapped in plastic. Bulky Item collection criteria shall be set forth in the Notice to Residential Units (Section 6.4).

Cans: the non-disposable metal or plastic containers used to contain Solid Waste. The containers must have two handles and not exceed a capacity of 40 gallons. The weight of the container shall not be more than 40 pounds.

Carry-out Collection Services: the collection of Solid Waste or Recyclable Materials from any location other than that defined as Curbside. Residential Units shall be required to complete the Medical Exemption Program Application (Exhibit 3).

Cart(s) 64/65-gallon: means a wheeled, rollout cart 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.

Cart(s) 95/96-gallon: means a wheeled, rollout cart approximately 65-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.

Collection Agreement: agreement for the collection of Solid Waste and Recyclable Materials by and between the Collection Contractor and York Township, including exhibits.

Collection Contractor or Contractor: the individual or entity selected by the Township for the collection of Solid Waste and Recyclable Materials at Residential Units and Township Facilities within the Township.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials generated at Residential Units and Township Facilities within the Township.

Commercial Service: the collection of wastes generated from a property that is used mainly for the purpose of business. A Residential Unit located on the same property as a commercial entity/business, wishing to utilize the commercial service supplied to the business, must complete an Opt-Out Request Form and obtains approval from the Township prior to contracting with a waste hauler for commercial collection service.

Curbside Collection Service: the collection of Solid Waste and Recyclable Materials placed by a Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a Township street.

Construction Debris: the waste building materials resulting from minor Residential Unit construction, remodeling, repair or demolition operations, the volume and nature of which must adhere to service level and contract definitions.

Contamination: any materials collected for recycling that cannot be processed by the Material Recovery Facility.

Contractor: the individual, corporation or partnership performing refuse/recycle collection and disposal under contract with York Township.

Contractor-Provided 30-Gallon Plastic Bags: the Contractor shall provide the Residential Unit curbside collection and disposal of a single thirty-gallon plastic bag for Refuse that Residents will purchase from the Contractor. The cost for collection and disposal of Refuse shall be incorporated into the price of each Contractor Bag. Additional 30-gallon bags shall be purchased through the Contractor. The Base Bid Price shall list the cost per Bag and the extended cost to purchase a roll of a specific quantity of Bags for Refuse. Bag Service customers will be entitled to place the Contractor Bag(s) and the Recycle Cart curbside for collection once per week. Bag service customers are not entitled to the weekly collection of Yard Waste or Bulky Items.

Dead Animals: animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.

Disposal Services: the acceptance of Solid Waste for disposal at a licensed facility.

District: shall mean the Medina County Solid Waste District

Effective Date: the date of last execution of the agreements for the Required Services and Optional Services.

Excluded Items: shall include human excreta, hazardous waste, stable matter, dirt from excavations, construction or alteration wastes which shall include glass, dry wall, shingles, studs, siding, gutters, heating and air conditioning ducting, furnaces, piping, concrete, concrete block, brick, tires, household hazardous waste. The Clean Air Act prohibits the disposal of CFC's and HCFC's into landfills. Refrigerants/Freon in refrigerators, air conditioners, dehumidifiers or any other appliance containing refrigerants/Freon will only be collected if the customer has had the refrigerant/Freon removed and the unit is tagged by a certified technician prior to disposal.

Hazardous Waste: any chemical, compound, mixture, substance, or article which designated by the United States E.P.A. or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFC's and HCFC's into landfills. Refrigerants/Freon in refrigerators, air conditioners, dehumidifiers or any other appliance containing refrigerants/Freon will only be collected if the customer has had the refrigerant/Freon removed and the unit is tagged by a certified technician prior to disposal.

Household Hazardous Waste (HHW): common household products containing hazardous materials that may pose a threat to the health of people and/or environment such as acids/alkalines, aerosols, antifreeze, bleach, car batteries, cleaners and polishes, disinfectants, gasoline, iodine, paint, etc. The Clean Air Act prohibits the disposal of CFC's and HCFC's into landfills. Refrigerants/Freon in refrigerators, air conditioners, dehumidifiers or any other appliance containing refrigerants/Freon will only be collected if the customer has had the refrigerant/Freon removed and the unit is tagged by a certified technician prior to disposal.

Invitation to Bid: the request of York Township for Bids to secure the Required Services.

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

Medical Exemption Program: the program provides service to Residential Units that are unable to transport their Carts to the curb. The exemption form can be found in Exhibit 3.

Medina County Solid Waste District (MCSWD) Services: the bagged and bulk solid waste disposal service offered at Medina County Solid Waste District's facility in Seville, OH, as well as its county-wide single stream recycling drop-off program, that are available to residents and businesses of Medina County. The Residential Unit must complete an Opt-Out Request Form and obtain approval from the Township to utilize these services in place of the contracted services.

Notice of Award: written notification that a Bid has been accepted for the Required Services.

Optional Services: any other services provided by the Collection Contractor other than basic Collection Services, including but not necessarily limited to: provision of an open top roll-off container of thirty (30) or forty (40) yards capacity; the per pull charge for a thirty (30) or forty (40) yard capacity open top roll-off container; provision of a dumpster of up to eight (8) yards capacity; the pull charge for a dumpster of up to eight (8) yards capacity; and any other item identified as an Optional Service.

Performance Bond: the bond insuring performance of the Required Services, to be submitted in substantially the same form as that included in the Bid Documents.

Recyclable Materials or Recyclables: 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. Recyclable materials are to be placed loose in the wheeled sixty-four (64) gallon or ninety-six (96) gallon Cart.

Recycling Services: the acceptance and processing of Source-Separated Recyclable Materials at a location where Source-Separated Recyclable Materials are to be delivered pursuant to the Bid Documents.

Required Services: the services required by the Bid Documents for the collection and transportation of Solid Waste and Recyclable Materials for disposal and processing, including any other Optional Services as well as services for Township Facilities.

Resident: an adult occupant, owner or tenant of a Residential Unit.

Residential Unit or Units: all occupied residential dwellings within the limits of York Township, including residences of four (4) units or less, single-family condominiums, townhomes, or individual mobile/trailer homes. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

Residential Unit Equivalent: a commercial establishment that receives Collection Services in the same manner as a Residential Unit by agreement of the Township.

Routing Service Fee (Monthly): the Contractor shall provide the Residential Unit the weekly curbside collection of a single Contractor-Provided 64/65-gallon rollout cart for Recyclables. The cost for the collection of the Recyclables shall be incorporated into this monthly fee, which shall include but is not limited to equipment costs, labor costs, fuel costs, etc. Bag Service customers will be entitled to place the Contractor Bag(s) and the Recycle Cart curbside for collection once per week. Bag Service customers are not entitled to the weekly collection of Yard Waste or Bulky Items.

Service Charges: the fee charged by the Collection Contractor to a Resident for the provision of Collection Services and Optional Services, which may not exceed the prices contained on the Bid Form; may also include any applicable fuel surcharge.

Solid Waste: unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, 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, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste; see Ohio Revised Code Section 3734.01(E). Solid Waste includes Yard Waste that has not been separated.

Source-Separated Recyclable Materials: Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

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. (This does not include household pet droppings).

Successful Bidder: the Bidder that York Township concludes has submitted the lowest and best bid for the Required Services, and receiving a final Notice of Award.

Township Facilities: Township owned buildings, parks, or other locations specifically identified on Exhibit 2, of the Bid Documents.

Yard Waste: Solid Waste consisting of all garden residues, leaves, grass clippings, tree trimmings, bundled branches no more than 2 feet in diameter and 4 feet long and similar material. Collection criteria shall be set forth in the Notice to Residential Units (Section 6.4). The Contractor shall collect such items without additional charge.

York Township or Township: located within Medina County, Ohio, and participating in a Bid Process to obtain the Required Services and to request proposals for Optional Services.

York Township or Township-approved Collection Route(s): the route showing the starting and ending points of collection within the Township as approved by the Township and the collection routes that the Collection Contractor shall use to provide the Collection Services.

SECTION IV – INSTRUCTIONS TO BIDDERS

- 4.1 Collection** York Township expects that Bidders are capable of collecting both Solid Waste and Recyclable Materials from Residential Units, Residential Unit Equivalents, and Township Facilities on the collection day specified by the Bidder in their proposed routing schedule, included in Exhibit 1 - Implementation Schedule
- 4.2 Competency of Bidders** Bidders are required to submit proof of qualifications, references, experience and financial good standing to be considered for a Bid award. Inexperienced or unqualified Bidders will not be considered. Bidders shall also possess, or demonstrate that they will obtain, the necessary equipment, facilities, permits, licenses, and insurance needed to provide the Required Services upon which they are bidding, and be able to fulfill all of the terms and conditions contained in the Bid Documents.
- 4.3 Proposals** Copies of the Bid Documents may be obtained as published in the Legal Notice and stated herein. In making copies of Bid Documents available on the above terms, the Township and any other legal advisors or consultants employed by the Township do so only for the purpose of obtaining Bids for the Required Services, and do not confer a license or grant for any other use.

No responsibility for errors or misinterpretations resulting from the use of incomplete Bid Documents shall be assumed by the Township, their legal advisors or any consultants employed by the Township in preparing the Bid Documents.

Each Bidder shall execute and submit the Non-Collusion Affidavit and the Personal Property Taxes Affidavit at the time of submitting its Bid. Each Bidder shall complete and attach a Qualifications and Financial Capability Statement, explaining in detail the experience of the Bidder in performing work similar to the Required Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise performance of the Required Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Bidder. The Township reserves the right to request additional information with respect to the qualifications and financial condition of any and all Bidders, their subcontractors or personnel, which must be provided to the requesting party in writing within five (5) days of any such request.

Each Bidder shall submit one **(1) original and three (3) duplicate copies** of the Bidder's entire Bid, containing original signatures, Bid Forms, and other required information, and with all attachments and certificates required by the Bid Documents to **York Township Hall, c/o Dorothy Crouch, 6609 Norwalk Road, York, Ohio 44256**. 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.

4.4 Name of Bidder Every 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 legally authenticated or certified copy of the valid power of attorney.

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 shall represent and warrant to the Township that the Bidder will take all necessary steps to qualify to conduct business in Ohio, should the Bidder become a Successful Bidder. The failure of the Bidder to submit evidence of its qualification to conduct business within the State of Ohio within fourteen (14) days of Notice of Award shall terminate the award and surrender the Bid Bond(s) or other bid security to the Township.

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.

4.5 Representations and Warranties By submitting a Bid, each Bidder represents and warrants to York Township that:

1. Bidder has read and understands the Bid Documents;
2. Bidder shall provide the Required 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 Required Services;
3. Bidder and Bidder's agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry of any person, to discharge without just cause, to refuse to hire, or otherwise to discriminate against that person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, in accordance with Ohio Revised Code Section 4112.02;
4. Bidder shall prepare an implementation plan consistent with the outlined requirements, and warrants that the Bidder shall comply with all deadlines and schedules for the performance of the Required Services.

4.6 Consideration and Acceptance or Rejection of Bids All Bids received in conformity with the Legal

Notice to Bidders and the specifications shall be considered as soon as practicable and become a public record. An abstract of the Bids will be made available after the opening of Bids. The Township shall select the Bid determined to be the lowest and best Collection Services Bid.

Conditional Bids will not be accepted. Bidders shall disclose any and all exceptions to the Bid and provide proposed substitute or revised language for any such exception to avoid a determination by the Township that any such exception is a conditional Bid. The Township shall not accept any alternative contract language that affects price.

All Bids shall remain open for one hundred eighty (180) days after the opening, but the Township may, in its discretion, release any Bid prior to that time and return the Bid Bond.

The Township may conduct any investigation deemed 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 Required Services.

The Township shall evaluate and select the lowest and best Bidder for the Required Services. The Township shall deliver Notice of Award upon approval by the Township's Trustees to the Successful Bidder. When the Township sends such Notice of Award to the Successful Bidder, the Township shall also forward two (2) unsigned counterparts of the Collection Services Agreement. Within fourteen (14) days thereafter, the Successful Bidder shall execute and deliver to the Township the two (2) counterparts of the Collection Services Agreement, as well as an executed copy of the Notice of Award. Thereafter, the Township shall return one (1) fully executed counterpart of the Collection Services Agreement to the Successful Bidder. If the Successful Bidder fails to execute and return the Collection Services Agreement within fourteen (14) days of receiving a Notice of Award, then the Township may determine that the Bidder has abandoned the agreement. The Township may then determine that the Bid is null and void, and the Bid Bond or other acceptable Bid security accompanying the Bid shall be forfeited to and become the property of the Township.

The Collection Services Agreement, if awarded, shall be awarded to the Bidder submitting the lowest and best bid considering all options and considering such factors, including but not limited to the cost per Residential Unit. Following the receipt of all bids and based on the information obtained in those bids the Township shall determine whether to accept a bid for the five (5) year term. Notwithstanding these provisions, the Township reserve the right to negotiate agreement terms, as permitted by law, with the Bidder determined to be lowest and best, and the right to accept or reject any or all bids.

4.7 Bid Bond Each Bid shall be accompanied by a separate Bid Bond or other Bid security acceptable to the Township as a guarantee that if the Bid is accepted, the applicable Agreement will be executed by the Bidder with the Township.

Should any Bid or Bids be accepted, Bid Bonds will be returned to the Successful Bidder upon proper execution of the required agreement and delivery and acceptance of the required Performance Bond. Bid Bonds will be returned when the required agreement has been executed by the Successful Bidder; or when all Bids are rejected.

The required Bid Bond amount for each Bid is one thousand dollars (**\$1,000.00**).

4.8 Performance Bond In addition to the required Bid Bond, a Successful Bidder, within fourteen (14)

days after receiving the Notice of Award, the Contractor, regardless public or private in nature, shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, 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 amount shall be calculated by multiplying the Base Bid Price for Unlimited Cart Service for one (1) ninety-six (96) gallon collection container for Recyclable Materials and one (1) ninety-six (96) gallon collection container for Solid Waste by the number of Residential Units in the Township (1,900) by 9 months. The Performance Bond may be renewed by a substitute surety acceptable to the Township, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Township accepts, in writing, a substitute surety.

This Performance Bond shall serve as a guarantee that if the Agreement is entered into, the Required Services will be fully performed. The amount of the Performance Bond for the Collection Services shall be in the amount outlined above, renewable annually during the agreement term, including any optional extension. No surety shall be released from any annual Performance Bond until a replacement bond is secured and executed

4.9 Agreement and Independent Contractor Status The Township 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, Solid Waste and Recyclable Materials generated at Residential Units and Township Facilities within the Township. No other independent contractor or other person or entity shall provide the services outlined in this Bid Document.

4.10 Effective Date and Term This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for five (5) years, beginning on MMM DD, 2019, and terminating on MMM DD, 2024.

4.11 Renewal Terms This Collection Agreement may be renewed for three (3) additional consecutive terms of up to one (1) year, if mutually agreed upon between the Contractor and the Township, upon such terms and conditions as the parties mutually agree, provided the Service Charges do not exceed the prices reflected on the Bid Forms for Renewal Term 1, Renewal Term 2 and Renewal Term 3. The Board of Trustees shall provide a ninety (90) day notification prior to the expiration of the applicable term to the Contractor of intent to either renew or terminate the Collection Agreement.

4.12 Schedule

<u>MM DD, 2019</u>	Public Advertisement for Solid Waste and Recyclable Materials Services bid and Release of Bid Packet
<u>MM DD, 2019</u>	Mandatory pre-bid meeting for interested Bidders at York Township Hall, 6609 Norwalk Road, York- 1:00pm
<u>MM DD, 2019</u>	Deadline to submit written request for Bid Document interpretation (by 3:00 p.m.)
<u>MM DD, 2019</u>	Release of written addenda to Bid Documents, if any
<u>MM DD, 2019</u>	Bid Submission Deadline by 6:30pm (Thursday)

- MM DD, 2019 Bid Submission Opening 6:30pm at regular Trustee Meeting (Thursday)
- MM DD 2019 Announcement of successful Bidder at regular Trustee Meeting (Thursday)
- MM DD, 2019 Deadline for execution of agreement at regular Trustee Meeting (Thursday)
- MM DD, 2019 Implementation plan due at regular Trustee Meeting (Thursday)
- MM DD, 2019 Commencement of all Required Services

V – DETAILED SCOPE OF SERVICES

5.1 Estimated Residential Unit Data York Township has provided the estimated number of Residential Units in the Community as 1,900. The actual number of Residential Units will vary slightly over the course of the contract period. This information is provided for the Bidder’s convenience only, and York Township does not guarantee the accuracy of this data.

Community	Number of Residential Units
<i>York Township Total (inclusive of following):</i>	<i>1,900</i>
Keswick	87
Shale Creek (Single family homes)	421
Enclave at Shale Creek (Private streets) (currently under contract with C. Martin until???)	??
New Pulte Development	40
Forest Creek	117
Emerald Woods	40

Residential Units requesting to opt out of the Required Services shall not exceed 5% of the total Residential Units in York Township. Residential Units shall be required to adhere to the Opt Out Affidavit process as set forth in Section 5.10.e of the Bid Document.

5.2 Implementation Plan On or before MM DD, 2019, the Contractor shall submit an implementation plan containing the dates by which the following activities shall be completed (a) the purchase of sufficient vehicles, collection containers and equipment to perform; (b) Contractor’s employees have completed training and driven the Township-approved Collection Routes; (c) Township-approved written notices to Residents shall be sent to each Resident along with their Contractor-owned ninety-six (96) gallon wheeled collection container for Recyclable Materials and Solid Waste explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the Contractor has delivered to the Township proof of insurance, proof of workers’ compensation coverage and the required Performance Bond, which is included in SECTION XI – BID FORMS.

5.3 Delivery to Disposal or Processing Facilities The Contractor shall provide regular weekly collection of Solid Waste and Recyclable Materials from each Residential Unit and Township Facilities located within the Township. All Solid Waste and Recyclable Materials generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the

Township-approved written notice specified in Section 6.4, and as otherwise set forth in the Bid Document.

The Contractor shall collect, transport and deliver all Solid Waste to the Medina County Solid Waste Facility located at 8700 Lake Road, Seville, OH.

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

The Contractor shall pay to the owner or operator of the facility or facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste or Recyclable Materials collected by the Contractor. Separated Recyclable Materials shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Bid Document shall be performed in a competent and workmanlike manner. Notwithstanding anything to the contrary in this Bid Document, Contractor shall not take title to or liability for hazardous wastes.

5.4 Vehicles and Equipment The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required in this Bid Document, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times consistent with industry standards. All vehicles used by the Contractor for the collection of Solid Waste or Recyclable Materials shall be enclosed, washed and cleaned, leak proof (including but not limited to free from leaks of fuel or hydraulic fluid), rust free and equipped with a broom, shovel and rake. All collection vehicles shall be equipped with a camera, backup alarm and LED lights. Other types of vehicles may be used only as approved by the Township. All vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the Township to determine that same are clean, sanitary and in safe operating condition; however, such an inspection shall not constitute a representation by the Township that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the Township, are not clean, sanitary or in a safe operating condition consistent with industry standards shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the Township. Failure to comply with these standards constitutes grounds for termination of the Collection Agreement by the Township as provided in Section IX.

5.5 Contractor Provided 95/96 Gallon Carts and 64/65 Gallon Carts The Contractor shall provide each Residential Unit registered to receive Unlimited Service a 95/96-gallon Cart for Solid Waste and a 95/96-gallon cart for Recyclables. The Contractor shall also provide each Residential Unit registered to receive Bag Service with a 65/64-gallon Cart to contain Recyclables. The cost to rent each cart for a particular level of service shall be incorporated into the Base Bid Price. The Contractor shall be responsible for the initial delivery of all Carts to each Residential Unit(s), as well as subsequent maintenance of the Carts.

5.6 Contractor Provided Plastic Bag for Solid Waste The Contractor shall provide each Residential Unit registered to receive Bag Service with curbside collection and disposal of thirty-gallon plastic bag(s) for

Solid Waste that Residents will purchase from the Contractor. The cost for collection and disposal of Solid Waste shall be incorporated into the price of each Contractor Bag. Additional thirty (30) gallon bags must be purchased through the Contractor. The Base Bid Price shall list the cost per Bag and the extended cost to purchase a roll of a specific quantity of Bags for Solid Waste. Bag Service customers will be entitled to place the Contractor Bag(s) and the Recyclable Cart curbside for collection once per week. Bag Service customers are not entitled to the weekly collection of Yard Waste or Bulky Items as part of this level of service.

- 5.7 Contractor's Office and Telephone** The Contractor shall maintain an office in Medina County Ohio, or a contiguous County, and telephone service with a non-toll telephone number from the Township, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the Township. The Contractor shall also maintain an emergency contact number which is available twenty-four (24) hours per day, seven (7) days per week.
- 5.8 Contractor Ability to Communicate with Vehicles in the Field** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the Township or other communications technology, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 5.9 Employee Training** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services. All employees involved in providing Collection Services shall wear Contractor provided uniforms and high visibility clothing at all times.
- 5.10 Curbside Collection** All collections shall be made from the right-hand side of the truck on the curb-line. The practice of two siding, zigzagging or otherwise employing the practice of crossing the roadway centerline to collect Solid Waste or Recyclables is strictly prohibited. Dead ends, alleys and private roads may be exempted upon written approval of the Township Trustees. Residents are responsible to have all Solid Waste and Recyclables Carts, Contractor-Provided Bags, Bags and Cans within three (3) feet of the curb-line. Residents shall have Carts with the lid opening towards the street. Additionally, Residents who have a Solid Waste Cart shall fill the Solid Waste Container before placing any other Solid Waste at the curb in Bags or Cans.

Prior to MM DD, 2019, the Contractor shall deliver to each Residential Unit registered to receive Unlimited Service a 95/96-gallon Cart for Solid Waste and a 95/96-gallon cart for Recyclables. The Contractor shall replace lost or damaged Carts at the request of a Resident, at the Resident's cost, unless such damage is caused by the Contractor's negligence or ordinary wear and tear, at which point the Contractor shall not charge the Residential Unit.

Prior to MM DD, 2019, the Contractor shall deliver to each Residential Unit registered for Bag Service, one (1) 65/64-gallon cart for Recyclables. The Contractor shall replace lost or damaged Carts at the request of a Resident, at the Resident's cost, unless such damage is caused by the Contractor's negligence or ordinary wear and tear, at which point the Contractor shall not charge the Residential Unit.

Residential Units not registered for Bag Service or Unlimited Service, prior to MM DD, 2019, shall automatically be registered for Unlimited Services. The Contractor shall deliver one (1) 96-gallon Recycling Cart and one (1) 96-gallon Solid Waste Cart to the Residential Unit. The Residential Unit

shall be obligated to maintain this level of service for ninety days, after which it may change its level of collection service.

The following levels of collection shall be offered:

a. Unlimited Service – The Contractor shall provide the Residential Unit with one (1) 96-gallon Recycling Cart and one (1) 95/96-gallon Solid Waste Cart. In addition to the 95/96-gallon Solid Waste Cart, Unlimited Service customers will be entitled to place their own Cans or Bags curbside for collection once per week. Unlimited Service customers may also place Yard Waste and Bulky Items curbside for collection at no additional charge. The entire volume of Cans, Bags, Yard Waste and Bulky Items shall not exceed two (2) cubic yards or an area of space of approximately 3’ wide x 6’ long x 3’ tall. This volume is in addition to Solid Waste or Recycling Carts placed curbside.

b. Bag Service – The Contractor shall provide the Residential Unit with one (1) 65/64-gallon Recycling Cart. The Contractor shall provide curbside collection and disposal of Contractor-Provided 30-Gallon Plastic Bags. Bag Service customers will be entitled to place the Contractor-Provided 30-Gallon Plastic Bag(s) and the Recycling Cart curbside for collection once per week. Contractor-Provided 30-Gallon Plastic Bags must be purchased through the Contractor; thus, this portion of the Solid Waste service has been pre-paid by the Residential Unit. Bag Service customers may be charged a monthly routing service fee. Bag service customers are not entitled to the weekly collection of Yard Waste or Bulky Items.

Bag Service Customers shall arrange with the Contractor for the curbside collection of items specified on the Extra and Bulky Materials List for the price listed. Collection specifics for Extra and Bulky Materials are to be arranged between the Residential Unit and the Contractor. The Contractor shall charge the Residential Unit based upon the item(s) collected at the price outlined on the Extra and Bulky Materials List.

c. Additional Carts; Replacement Carts; and Lost Carts – No additional Solid Waste or Recycling Carts will be provided to a Residential Unit for the management of their materials, unless the resident has paid for the additional Cart in full, as set forth in the Bid Form 6. If a Residential Unit desires to replace a Solid Waste or Recycling Cart due to their neglect or loss of the Cart, then the Contractor shall either exchange or replace the Cart after the resident has paid in full for the Cart. The Contractor shall invoice or charge the Residential Unit for applicable Cart replacement or loss costs in full. If a Cart needs to be replaced due to regular wear and tear, manufacturer’s defect or Contractor’s negligence, then the Contractor shall replace the Cart at no cost to the Residential Unit.

d. Procedure for Changing Service Levels - One quarter or ninety (90) days after a Residential Unit establishes a level of service with the Contractor; the Residential Unit may request to change their collection level of service from Unlimited Service to Bag Service or vice versa. The Residential Unit shall communicate directly with the Contractor to orchestrate this change.

e. Opt Out Procedure - If the Residential Unit requests to opt out of the Required Services; they are to obtain, complete and return an Affidavit to Opt Out for Solid Waste Services Provided by the Township of York form (Exhibit 4) to Suzanne Peterlin at the Township. Once the Township’s administration has approved the Affidavit, the administration

shall inform the Contractor of the approval and direct them to arrange with the Residential Unit the removal of any Carts and/or Contractor-Provided 30-Gallon Bags.

Residents wishing to opt out of the Required Services shall complete an Affidavit to Opt Out for Solid Waste Services Provided by the Township of York form annually. This form shall must be received and approved by the Township 60 days prior to the anniversary date of the contract, so that a list of qualifying residents can be forwarded to the Contractor. This list provides verification to both the Township and the Contractor the number of Residential Units utilizing this option meets the threshold set forth in the Bid Documents (5% of Residential Units).

The number of Residential Units permitted to opt out of the Required Services offered by York Township is limited to 5% of the total number of Residential Units in the Township annually (i.e. 1,900 RU x 5% = 95 RU).

f. Procedure for Changing Cart Size - One quarter or ninety (90) days after a Residential Unit establishes a level of service with the Contractor; the Residential Unit may request to exchange their 96-gallon Solid Waste or Recycling Cart for a sixty-four 64-gallon Recycling or Solid Waste Cart. The Residential Unit shall contact the Contractor directly to arrange for the Cart exchange. The Contractor shall remove the Residential Unit's ninety-six (96)-gallon Cart and replace it with a sixty-four (64) gallon Cart. The completion of this process shall not affect the current price of the Unlimited Service being provided to the Residential Unit. Notwithstanding anything to the contrary, Contractor shall supply said sixty-four (64) gallon Cart within two (2) weeks of the request provided Contractor has said Cart in its inventory, otherwise said Cart will be supplied when Contractor has them available consistent with its standard business practice for maintaining such inventory.

g. Procedure for Removal of Recycling Cart - A Residential Unit may request to have their Recycling Cart removed from their property because they do not want to recycle. The Residential Unit shall contact the Contractor directly to orchestrate the removal of the Recycling Cart. The Contractor shall remove the Residential Unit's Recycling Cart. The completion of this process shall not affect the current price of the Unlimited Service or Bag Service being provided to the Residential Unit.

5.11 Collection Requirements The Collection Contractor shall only be obligated to collect Solid Waste and Recycling materials from each Residential Unit based on the Curbside Collection service level registered with the Contractor by the Residential Unit.

Each Cart, Bag, Can, Yard Waste and Bulk Waste shall be placed at curbside for collection. Curbside shall refer to that portion of right-of-way adjacent to paved or traveled Township roadways. These items shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

In the event of construction projects that limit the access to service the Cans, Bags, Yard Waste, Bulky Items, or Carts from the curb, it is the responsibility of the construction contractor to move the required Cans, Bags, Yard Waste, Bulky Items, or Carts across the street where service may be provided from the curb.

Contractor may decline to collect any Cart, Bag, Can, Yard Waste or Bulky Item not so placed. During snow removal season, Solid Waste/Recycling shall be placed in the driveway. All carts are to be placed

at curbside with Bags, Cans, Yard Waste and Bulky Materials no further than ten (10) feet from the opening to the road, or on top of the snow windrow next to the roadway.

The Contractor is required to place each cart in an upright position with the attached lids closed, to the same or proper location as found prior to pick up.

Evictions and whole house move outs are not part of any Service. The Contractor shall collect such materials after the Resident Unit has made special arrangements for pick up and payment accordingly.

5.12 Collection of Bulky Items and Yard Waste Included in Unlimited Service Contractor shall collect on the regularly scheduled collection day from the usual point of pickup at a Residential Unit for residents with Unlimited Service. With the exception of evacuated refrigerators and couches, all Bulky Items and Yard Waste shall individually weigh less than 40 lbs. and be less than 48 inches in length. Glass windows, doors and walls shall have glass removed or taped and covered by cardboard. Mattresses and cloth furniture must be wrapped in plastic. Bulky Item and Yard Waste collection criteria shall be set forth in the Notice to Residential Units (Section 6.4). The Contractor shall collect such items without additional charge, for Unlimited Service

5.13 Charges for Bulky Items and Yard Waste Not Included in Bag Service The Contractor shall provide, as part of their Notice to Residential Units (Section 6.4), a procedure by which Residential Units not eligible for Bulky Item and Yard Waste collection may contract directly with the Contractor for the collection of Bulky Items and Yard Waste from the curb. All Bulky Items such as appliances containing chlorofluorocarbon gas (CFC or Freon) shall be subject to the requirements of Section 5.14.

5.14 Collection of Chlorofluorocarbon (CFC) Appliances Bulky Items such as appliances containing chlorofluorocarbon (CFC) shall only be collected by the Contractor if proper certification of CFC removal is indicated on the Bulky Item. This procedure shall be explained in the Contractor's Notice to Residential Units (Section 6.4).

5.15 Collection of Home Remodeling Construction and Demolition Debris For Unlimited Service and Charged Bulky Item collection, the Contractor may limit the collection of minor home remodeling project materials to a space of approximately 3' wide x 6' long x 3' tall (2 cubic yards). The Contractor shall include such limitation in the Resident obligation notice mailed to the Residents of the Township (Section 6.4).

5.16 Services at Township Facilities The Contractor shall provide collection containers to the Township at the location, number, container type, and container size as stated in Exhibit 2. The Contractor shall collect all Solid Waste deposited in the collection containers stated in Exhibit 2. Within reason, the number, sizes and locations of the collection containers are subject to change at the discretion of the Township upon written notice to the Contractor.

5.17 Commercial Establishments Excluded This Collection Agreement does not require the Contractor to provide any required services to commercial establishments within the Township, unless such commercial establishments are specifically identified in Exhibit 2. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments not defined as Township Facilities.

5.18 Homeowner Association Transition-In Provision Upon the commencement of the Contract on MM DD, 2019, all Residential Units within the Township, including without limitation, Residential Units

contained within a homeowners' association, shall begin utilizing and shall be subsequently charged for the Collection Services stated herein, except as otherwise provided in the Bid Documents.

SECTION VI - CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 6.1 Collection Routes and Day of Collection** On or before MM DD, 2019, the Contractor shall furnish the Township, for approval by the Township: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste and Recyclable Materials and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste and Recyclable Materials will be collected for each collection route within the Township (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the Township.)

The Contractor shall not change the day of collection without written approval by the Township. In the event, such a change is approved by the Township, 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 Township retains the right to adjust the collection routes submitted by the contractor to provide for safety, if deemed necessary by the Township. The Contractor shall perform the Collection Services using such collection routes.

- 6.2 Holiday** Holidays that may be observed by the Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or any other national holiday preapproved by the Township. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week. The Contractor shall advise Residential Units of the holiday schedule in the notice described in Section 6.4.

- 6.3 Starting and Ending Time** Collection of Solid Waste and Recyclable Materials shall occur between 5:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the Township notifies the Contractor that the Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the Township may, at the Township's discretion, fine the Contractor fifty dollars (\$50.00) per occasion.

- 6.4 Notice to Residential Units** The Contractor shall include information pertaining to the management of Solid Waste and Recyclable Materials – signing up for a level of service; default level of service; placement of Carts at the curb; collection routes; holidays observed; extraordinary weather condition instructions; and other procedures and obligations of the owner or tenant of each Residential Unit before the initial delivery of each Recycling Container. The Contractor shall supply this same information in a sealed plastic bag attached to each Recycling Cart delivered to each of the Residential Units in the Township. Annually thereafter during the term, and any extension years, the Contractor, at the Contractor's expense, shall provide updated collection information to each Residential Unit in the Township. The Contractor shall provide this same information in a PDF version to the Township for use in printed materials or on their web page. The initial notice, including the procedures and obligations, shall be submitted to the Township for approval by MM DD, 2019. Subsequent notices shall be submitted to the Township for approval no later than thirty (30) days prior to the anniversary date of the start of the collection program. The Contractor shall not directly mail to any Residential Unit an advertisement targeted to Township residents without prior consent and written approval from the Township, which shall not be unreasonably withheld.

- 6.5 Procedure for Curbside Collection Service** Except as provided in Section 6.6, collection of Solid Waste and Recyclable Materials shall be made for each Residential Unit at one (1) point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 6.6 Procedure for Carry-out Collection Service** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the Township or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. Residential Units requesting Carry-out Collection Service shall complete the required verification document shown in Exhibit 3. The point of collection of Bags, Cans, and Carts shall not exceed a distance of seventy-five feet (75') from the curb or identified location for non-curbed Residential Units. However, all Yard Waste and Bulky Items must be placed at the curb.
- 6.7 Procedure for Suspension of Collection Services for Vacation** The Contractor shall provide, as part of their Implementation Plan, a procedure by which Residential Units may place their Collection Service on hold for vacation. The suspension of Collection Services for vacation shall not exceed ninety (90) days and can only be requested once per calendar year period.
- 6.8 Unoccupied or Vacant Residential Units** Residents shall be permitted to discontinue Collection Services on a temporary basis when the Residential Unit is vacant, upon notification provided by the owner of the residential Unit to the Contractor prior to the next quarterly billing cycle. Residential Units that are unoccupied or vacant shall not be charged Service Charges for Collection Services when the Contractor has been duly notified.
- 6.9 Handling of Collection Containers** All re-usable collection containers used by a Residential Unit shall be returned to the location from which they were removed, erect and with lids in place. 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 which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the Township shall have the right to perform such cleanup services using Township employees or other contractors and bill the Contractor for the costs for which Contractor shall pay within seven (7) days of receipt of the bill from the Township.
- 6.10 Damage to Collection Containers** The Contractor shall exercise due care to avoid damaging collection Cans and Carts. The Contractor shall replace any damaged Solid Waste or Recycling Cart as requested by a Residential Unit, and shall have the right to charge, as set forth in Bid Form 6, for the replacement Cart if the damage was demonstrated as having been done by the Residential Unit. The Contractor shall not be responsible for the replacement of Solid Waste Cans used by Residential Units registered for Unlimited Service that are the property of the Residential Unit(s).
- 6.11 Violation of Resident Obligations; Refusal to Collect** Upon the first instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations as contained in the original notice delivered by the Contractor to each Residential Unit, the Contractor shall not be obligated to collect such items and leave a tag advising the Resident of the reasons why such is unacceptable. The Contractor shall notify the Township of any Residential Unit not collected due to a

violation of the Resident's obligations – providing the address of the Residential Unit and a description of the violation. The Contractor shall provide the Township with copies of all tags left at each Residential Unit pursuant to this section.

- 6.12 Conduct of Contractor's Employees** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by the solid waste district and the local board of health. 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. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The Township may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the Township.
- 6.13 Contractor's Response to Complaints** The Township shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.
- 6.14 Failure of Resident to Follow Specifications** In the event any Residential Unit fails to meet the specifications in the Contract, such as meeting the obligations to set Solid Waste at the curb, not meeting requirements for Bulky Items, exceeding Waste limits in the Contract, failing to pay in advance when required, then Contractor shall not be required to collect such items, but shall tag such items when they remain at the curb. Contractor shall act in good faith in applying this provision.

SECTION VII — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 7.1 Performance Assurance** The Contractor shall immediately report to the Township any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of 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, the Township shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the Township its written response to any such demand. In the event that the Township does not agree that the Contractor's response will provide adequate assurance of future performance to the Township and its Residents, the Township may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the Township deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.
- 7.2 Labor Disruptions** If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this Collection Agreement, the Contractor shall immediately give notice, including all relevant information, to the Township in accordance with Section 10.2.
- 7.3 Performance Bond** Within fourteen (14) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the Township in all respects, or

such other security acceptable to the Township, in the amount of one hundred percent (100%) of the consideration for performance of nine (9) months of the Collection Agreement. The Performance Bond amount shall be calculated by multiplying the Base Bid Price for Unlimited Cart Service for one (1) ninety-six (96) gallon collection container for Recyclable Materials and one (1) ninety-six (96) gallon collection container for Solid Waste by the number of Residential Units in the Township (1,900) by nine (9) months. The Performance Bond is attached as Exhibit 6, and may be renewed by a substitute surety acceptable to the Township, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the Township accepts, in writing, a substitute surety.

7.4 Liability Insurance The Contractor, at the Contractor’s sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the Township and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the Township, and subject to the applicable policy terms and conditions. The coverage and limits of such insurance are herein listed. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

Coverage	Minimum limits of liability, terms and coverage
Commercial/General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall under no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

7.5 Proof of Insurance All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the Township and authorized to

do business in the State of Ohio. The Township shall be named as an additional insured in such insurance policies to the extent of liabilities assumed by Contractor. Originals of the insurance policies or certificates shall be delivered to the Township promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the Township not less than ten (10) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the Township at least ten (10) days prior to the effective date of any cancellation or expiration of any such insurance policy.

7.6 Workers' Compensation Coverage Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the Township 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 Collection Agreement. The Contractor shall hold the Township free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.

7.7 Indemnification The Contractor shall save, indemnify and hold the Township, its Board of Trustees, 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 Collection Agreement, provided that any such claim, damage, loss, or expense:

- a. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
- b. is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts Contractor may be liable, except to the extent 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.

7.8 Environmental Indemnification The Contractor shall save, indemnify and hold the Township, its Board of Trustees, 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 negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

7.9 Indemnity Not Limited In any and all claims against the Township, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the

indemnification obligation under Sections 7.7 and 7.8 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.

- 7.10 Personal Liability** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the Township.

SECTION VIII — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

- 8.1. Contractor to Charge and Obtain Payment of Service Charges From Residential Units as Agent of the Township** As authorized by Section 505.29 of the Ohio Revised Code, the Board of Township Trustees shall establish, by resolution, equitable charges of rents, or Service Charges, to be paid to the Township for the use and benefit of such Collection Services by the Owner of every Residential Unit whose premises are so served. Such Service Charges shall include all related collection, disposal and processing fees, as well as any Optional Services in the amount specified on the Bid Forms attached, as Bid Form 3: Price Sheet: Unlimited Service and the attached Recycling Processing Formula (per Ton and per RU Calculations) for Unlimited Services; and Bid Form 4: Price Sheet: Bag Service and the attached Recycling Processing Formula (per Ton and per RU Calculations) for Bag Service..

The Contractor, by and on behalf of the Township and as its agent, shall directly invoice and collect all Service Charges from each Owner of a Residential Unit under this Collection Agreement on a quarterly basis, pursuant to the authority in Section 505.31(B) of the Ohio Revised Code. Such debt is owed directly to the Contractor.

By and on behalf of the Board of Township Trustees, the Contractor shall create a list of Residential Units whose premises are served by the Contractor that are delinquent regarding all Service Charges as to the disposal of waste pursuant to this Contract. The Contractor's list shall be provided to the Township at the end of each quarterly billing cycle. The Contractor's obligation to provide this list is mandatory in order for the Township's Fiscal Officer to certify to the Medina County Auditor the names of the property owners for the purpose of collection pursuant to O.R.C. Section 505.33 which requires those delinquent charges be certified on or before the first day of October of each year. Any funds received by the Township pursuant to ORC Section 505.33 shall be forwarded to Contractor.

The Contractor shall be permitted to discontinue service to a Residential Unit that is delinquent in paying their service invoice to the Contractor for a period greater than 90 calendar days. The Contractor shall on a monthly basis provide the Township a list of Residential Units for which collection service has been discontinued and for which collection service has been re-instated.

- 8.2 Invoicing the Contractor for Non-Performance** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more time in any ninety (90) day period, even if corrected within twenty-four (24) hours, the Township may charge the Contractor as follows: the lesser of Fifty Dollars (\$50.00) per Residential Unit or Two Hundred and Fifty (\$250.00) per street (no more than one mile in length). In the event the Township performs clean up services pursuant to Section 6.9, the Township may charge the Contractor One Hundred Dollars (\$100.00) per service call plus Fifty Dollars (\$50.00) per hour for clean-up services performed by the Township. The remedies available pursuant to this section are in addition to any other remedies available to the Township pursuant to this Collection Agreement, and the Township's determination not to use any remedy in response to failure to perform shall not constitute a waiver by the Township

of the right to exercise any other remedy in response to subsequent failure(s) to perform by Contractor.

8.3 Review of Generation Volumes Annually at the request of the Township, Medina County Solid Waste District or the Contractor, the Contractor, District and the Township shall meet to review the volumes of Solid Waste and Recyclable Materials collected from the Township and its Residents, and delivered for disposal or processing.

8.4 Adjustments for Changes in the Recycling Market The Township recognizes that recycling market conditions are unstable at this time and future market conditions are difficult to predict. Therefore, the Township is including a pricing option for processing recyclables. For Year 1 of the contract, bidders are instructed to include a fixed price per ton and per Residential Unit per month to be charged to residents of the Township and must explain how this charge was calculated.

Bidders shall attach a sheet to this bid form that contains the explanation of this calculation. This calculation shall be used to establish the recycling price for subsequent contract years and renewal years. Also provide information with respect to material Contamination limits, if any; and in addition, Bidders shall indicate any proposed financial penalties and/or actions to be taken by the Bidder if the Township exceeds the proposed Contamination limit. Also, Bidder shall provide a description of the process that will be used to determine when Contamination has exceeded the proposed limit and the process that will be used to notify the Township.

Annually, the Contractor, District and Township shall meet, no later than thirty (30) days prior to the anniversary date of the start of the collection program, to review the Contractor's current price and the next year's price, for processing Recyclables based upon the formula the Contractor set forth in the Bid Documents. Recyclables that have been placed in the Recycle Carts can be taken outside of the county for processing and are not required to go to the District's Facility. The Contractor will be responsible for paying all fees incurred for processing Recyclables.

8.5 Adjustments for Tipping Fee Changes at Medina County Solid Waste District's Transfer Station All solid waste (including Yard Waste) collected for disposal by the Contractor shall be hauled to the Medina County Solid Waste District's facility located at 8700 Lake Road, Seville, Ohio for disposal or processing. The rate charged shall include a component sufficient for the cost of a disposal charge at the District's facility. The tipping fee charged at the Medina County Facility as of May 1, 2019, was \$44.50 per ton. The unit price that is proposed by the Contractor shall be based on an anticipated District tipping fee of \$50.00 per ton.

The Contractor shall include in their proposal a per Residential Unit per month rate adjustment to account for any fluctuation that may occur in the District's tipping fee of \$1.00. This rate adjustment shall be applied to the monthly Residential Unit rate charged by the Contractor for the duration of the Contract, for each whole \$1.00 per ton increase or decrease in the tipping fee charged at the District's facility. Adjustments +/- shall only occur at each whole \$1.00 change.

***EXAMPLE:** If the Contractor's adjustment bid is +/- \$0.15 per each whole \$1.00 increase/decrease and the District's tipping fee rate decreases from \$50.00/ton to \$41.90 per ton, the Contractor shall notify the Township and the District that the charge per Residential Unit will decrease by eight (8) times \$0.15 which equals \$1.20 decrease per Residential Unit.*

The Contractor shall notify the Township and the District thirty (30) days prior to the start of any billing period for which there will be an increase in District tipping fees that may affect the monthly charge. Any change of monthly charges to Township residents shall only be effective at the beginning of a billing period.

8.6 Adjustment for Changes in Cost of Fuel The Contractor shall apply a fuel adjustment to each Residential Unit’s monthly invoice if the price of diesel fuel increases or decreases over the established base price during the term of this Contract or any extension years. The established base price of diesel fuel is \$XX.XX per U.S. gallon. The established base price of diesel fuel was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) Midwest On-Highway Retail Diesel Price.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the Township shall use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA Midwest On-Highway Retail Diesel Price.

The fuel adjustment shall only be applied to the difference in the base price of \$XX.XX per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$0.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or decrease is within a range posted in the table, then a fuel adjustment shall not be applied. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice. This amount shall be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount shall be applied as a charge on the invoice if the price of fuel increases over the base price. The fuel adjustment formula shall continue to be applied at the same incremental rate if the fuel price continues to rise above or below the prices indicated on the table.

Fuel Adjustment Table	
Fuel Cost Weekly EIA Midwest On-Highway Retail Diesel Price (average all types)	Applicable Adjustment %
\$2.60 - \$2.69	- 2.00%
\$2.70 – \$2.79	- 1.50%
\$2.80 - \$2.89	- 1.00%
\$2.90 - \$2.99	- 0.50%
\$3.00 - \$3.09	Sample Base Price
\$3.10 - \$3.19	+ 0.50%
\$3.20 - \$3.29	+ 1.00%
\$3.30 - \$3.39	+ 1.50%
\$3.40 - \$3.49	+ 2.00%
\$3.50 - \$3.59	+ 2.50%

8.7 Permissible Pass-Through Charges Any and all governmental fee increases incurred for disposal or processing of Solid Waste or Recyclable Materials may be passed on by the Collection Contractor to the Residential Unit. Any and all governmental fee decreases shall be passed on by the Collection

Contractor to the Residential Unit. A governmental fee, cost or charge of any kind is a fee applied to the disposal or processing of Solid Waste or Recyclable Materials levied by the United States Federal Government, State of Ohio, a county, township, or solid waste district or Medina County Solid Waste District's facilities. The Collection Contractor shall give the Township and Residents as much notice as is practicable before adjusting for governmental or District fee modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

*For Solid Waste Disposal and Recyclables Processed Services Billed Monthly:
Per Ton Price Difference ÷ 12 = Monthly Charge*

8.8 Data Collection and Monthly Reporting The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the Township: (a) a record of the number of Residential Units within the Township for which Solid Waste was collected by the Contractor on each regular collection day; (b) a record of the number of Residential Units within the Township for which Recyclable Materials was collected by the Contractor on each regular collection day; and (c) a record of the total amount of Solid Waste and/or Recyclable Materials collected within the Township pursuant to this Collection Agreement specified in tons, for each day that such Solid Waste and/or Recyclable Materials are delivered for disposal or processing (by commodity). Upon request of the Township, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the disposal or processing facilities. The Contractor shall prepare such records and provide them to the Township and the Medina County Solid Waste Coordinator on not less often than a monthly basis.

SECTION IX — BREACH, CURE, AND TERMINATION

9.1 Breach of Contract; Termination Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the Township may terminate the Collection Agreement in the following manner: the Township shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the Township with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing material failures to perform the Collection Services, the Township may terminate this Collection Agreement. Any such termination shall not take effect until the Township is able to secure alternate or substitute service provider for the Collection Services. The Township may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the Township, in the exercise of the reasonable discretion of the Township.

9.2 Surety or Township Cover in the Event of a Material Failure In the event of termination, the Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the Township shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the Township is unable to provide or obtain cover, the effective termination date may be delayed by the Township until the Township completes the process of obtaining a substitute service provider of the

Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the Township's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the Township has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the Township income taxes.

9.3 Termination for Change of Control of Contractor The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Contractor shall be merged or sold, the Township shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor, which shall be exercised within 60 days of the Township receipt of written notice regarding such change in ownership. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Collection Agreement until such time as the Township is able to obtain alternate or substitute service.

9.4 Termination of Facility Agreements The Contractor is required to deliver Solid Waste and Recyclable Materials collected pursuant to the Collection Services Agreement to the facility or facilities identified in the Bid. In the event of the termination of any agreement between the Contractor and the identified facility or facilities through no fault of the Contractor, the Contractor shall be excused from delivering materials to such identified facility or facilities. The Contractor may deliver such materials to an alternate facility selected by the Contractor, upon notice to the Township. Any increase or decrease in the cost of providing Collection Services as a result of the termination of Contractor's facility agreement shall follow the procedure as outlined in Section 8.7 Permissible Pass-Through Charges.

SECTION X – MISCELLANEOUS PROVISIONS

10.1 Entire Agreement This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.

10.2 Notices Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, Attention: _____, with a courtesy copy to _____, and to the Township, Attention _____ at their respective addresses set forth above. Any change in address shall be given in like manner.

10.3 Waiver No waiver, discharge, or renunciation of any claim or right of the Township or the Contractor arising out of a breach of this Collection Agreement by the Township or the Contractor shall be effective unless in writing signed by the Township and the Contractor.

10.4 Applicable Law This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in any county in which all or a part of the Collection Services are being rendered.

- 10.5 Unenforceable Provision** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 10.6 Binding Effect** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor shall not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the Township, which consent may be withheld for any reason or for no reason.
- 10.7 Rights or Benefits** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the Township and the Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement shall be for the sole and exclusive benefit of the Township and the Contractor and not for the benefit of any other party.
- 10.8 Force Majeure** Performance hereunder may be temporarily or permanently suspended where made impracticable due to events beyond the reasonable control of the party required to perform. Such events include, but are not limited to: acts of God; war, insurrection, or acts of terrorist; acts beyond the reasonable control of Contractor, extreme market conditions; extreme weather or the intervening acts of a superior governmental authority. Neither the Township nor the Contractor shall be considered in breach of this Agreement to the extent that performance of their reasonable obligations is prevented by an event of force majeure that arises after the Effective Date.

SECTION XI - BID FORMS

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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 City to judge the responsibility, experience, and capability of the Bidder.

References:

Provide three (3) references of current public sector 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 the Required Services, if a Contract is awarded.

Recycling Processing Facility (Primary):

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Facility Manager: _____
Phone: _____ E-mail: _____

Recycling Processing Facility (Secondary):

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Facility Manager: _____
Phone: _____ E-mail: _____

Solid Waste Disposal Facility:

Name of Facility: *Medina County Solid Waste District Facility*
Owner of Facility: *Medina County*
Street Address: *8700 Lake Road, Seville, Ohio 44273*
Facility Manager: *Elizabeth A. Biggins-Ramer*
Phone: *(330) 769-0289* E-mail: [*bbiggins-ramer@medinaco.org*](mailto:bbiggins-ramer@medinaco.org)

BID FORM 3
Price Sheet: Unlimited Service

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

	Collection (Section 5.10.a)	Waste Disposal (Sections 5.3 & 8.4)	*Recyclable Processing (Sections 5.3 & 8.3)
Contract Year	Price per Residential Unit per month to collect weekly curbside Solid Waste and Recyclable Materials utilizing Carts; and up to 2 yd ³ of materials placed outside of Carts; and to provide one (1) 95-gallon Cart for Solid Waste and one (1) 95-gallon Cart for Recyclable Materials.	Price per Residential Unit per month to dispose of solid waste, including but not limited to all local, county, state and environmental fees. The unit price that is proposed by the Contractor shall be based on an anticipated District tipping fee of \$50.00 per ton. Approx. 1,900 RU	Price per Residential Unit per month <u>and</u> per ton to process Recyclables. *Attach required sheet.
Year 1 MM/DD/2019 to MM/DD/2020	\$ /per RU/Mo.	\$ /per RU/Mo.	\$ /per RU/Mo. \$ /Ton
Year 2 MM/DD/2020 to MM/DD/2021	\$ /per RU/Mo.	\$ /per RU/Mo.	XXX
Year 3 MM/DD/2021 to MM/DD/2022	\$ /per RU/Mo.	\$ /per RU/Mo.	XXX
Year 4 MM/DD/2022 to MM/DD/2023	\$ /per RU/Mo.	\$ /per RU/Mo.	XXX
Year 5 MM/DD/2023 to MM/DD/2024	\$ /per RU/Mo.	\$ /per RU/Mo.	XXX
Option Year 1 MM/DD/2024 to MM/DD/2025	\$ /per RU/Mo.	\$ /per RU/Mo.	XXX
Option Year 2 MM/DD/2025 to MM/DD/2026	\$ /per RU/Mo.	\$ /per RU/Mo.	XXX
Option Year 3 MM/DD/2026 to MM/DD/2027	\$ /per RU/Mo.	\$ /per RU/Mo.	XXX

Adjustments for Tipping Fee Changes at Medina County Solid Waste District's Transfer Station (Section 8.4)

Per Res. Unit/month rate adjustment to account for fluctuations that may occur in the District's tipping fee of \$1.00. This adjustment will be applied to the monthly Res. Unit rate charged by the Contractor for the duration of the Contract, for each whole \$1.00 per ton increase or decrease in the tipping fee charged at the District's facility.	\$ _____/per RU/Mo.
---	---------------------

***Insert Recycling Processing Formula (per Ton and per RU Calculations) for Unlimited Service here.**

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

Bidders must attach a sheet to this bid form that contains the explanation of this calculation. This calculation would be used to establish the recycling price for subsequent contract years and renewal years. Also provide information with respect to material Contamination limits, if any. Indicate any proposed financial penalties and/or actions to be taken by the Bidder if the Township exceeds the proposed Contamination limit. Describe the process that will be used to determine when Contamination has exceeded the proposed limit and the process that will be used to notify the Township.

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BID FORM 4
Price Sheet: Bag Service

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

	Collection and Waste Disposal (Sections 5.3, 8.4 & 5.10.b)	*Recyclable Processing (Sections 5.3 & 8.3)
Contract Year	Price per Residential Unit per month to collect weekly curbside Solid Waste utilizing 30-gallon Contractor-Provided bag(s) and Recyclable Materials utilizing a Cart; and to provide one (1) 64-gallon Cart for Recyclable Materials. The unit price that is proposed by the Contractor shall be based on an anticipated District tipping fee of \$50.00 per ton. Approx. 1,900 RU	Price per Residential Unit per month <u>and</u> per ton to process Recyclables. *Attach required sheet.
Year 1 MM/DD/2019 to MM/DD/2020	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	\$ _____ /per RU/Mo. \$ _____ /Ton
Year 2 MM/DD/2020 to MM/DD/2021	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	XXX
Year 3 MM/DD/2021 to MM/DD/2022	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	XXX
Year 4 MM/DD/2022 to MM/DD/2023	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	XXX
Year 5 MM/DD/2023 to MM/DD/2024	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	XXX
Option Year 1 MM/DD/2024 to MM/DD/2025	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	XXX
Option Year 2 MM/DD/2025 to MM/DD/2026	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	XXX
Option Year 3 MM/DD/2026 to MM/DD/2027	Monthly Routing \$ _____ Cost Per Bag \$ _____ # Bags Per Roll _____ Cost Per Roll \$ _____	XXX

Adjustments for Tipping Fee Changes at Medina County Solid Waste District's Transfer Station (Section 8.4)

Per Res. Unit/month rate adjustment to account for fluctuations that may occur in the District's tipping fee of \$1.00. This adjustment will be applied to the monthly Res. Unit routing charge assessed by the Contractor for the duration of the Contract, for each whole \$1.00 per ton increase or decrease in the tipping fee charged at the District's facility.	\$ _____/per RU/Monthly Routing
--	------------------------------------

***Insert Recycling Processing Formula (per Ton and per RU Calculations) for Bag Service here.**

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

Bidders must attach a sheet to this bid form that contains the explanation of this calculation. This calculation would be used to establish the recycling price for subsequent contract years and renewal years. Also provide information with respect to material Contamination limits, if any. Indicate any proposed financial penalties and/or actions to be taken by the Bidder if the Township exceeds the proposed Contamination limit. Describe the process that will be used to determine when Contamination has exceeded the proposed limit and the process that will be used to notify the Township.

Limited Cart Service and Bag Service Residential Units shall be eligible for the Special Services for Extra & Bulky Materials listed herein. These Residential Units shall contact the Contractor 48 hours prior to their regular collection day to arrange for the collection of the Extra & Bulky Materials for the listed unit price. The Contractor shall bill the Limited Cart Service or Bag Service Residential Unit for the Special Service(s) provided.

BID FORM 5
Price Sheet: Bulky Items Service

Description	Unit Price
(*Refrigerant must be removed and tagged prior to collection)	
Air Conditioner (window)*	\$
Bath Tub	\$
Bulk Material (per container)	\$
Bundled Yard Waste (brush, per bundle)	\$
Carpet – rolled, secured/tied, 48” in length	\$
Carpet Padding – rolled, secured/tied, 48” in length	\$
Chair (upholstered)	\$
Chair (wooden)	\$
Dishwasher	\$
Dryer	\$
Freezer*	\$
Holiday Tree	\$
Hot Water Tank	\$
Incinerator	\$
Loose Material (per container)	\$
Mattress	\$
Refrigerator*	\$
Plastic Bagged Yard Waste (grass and leaves, per bag)	\$
Proprietary Bagged Yard Waste (grass and leaves, per bag)	\$
Shower/Tub Unit	\$
Sink	\$
Sofa	\$
Springs	\$
Stationary Tubs	\$
Stove/Oven	\$
Swing Set (disassembled)	\$
Table (end)	\$
Table (kitchen)	\$
Television	\$
Toilet & Tank	\$
Washer	\$
Other:	\$

BID FORM 6
Price Sheet: Pricing for Additional Cart(s)

Price for Additional Cart			
Indicate the price to be charged if a resident requests an additional cart per Section 5.10. c.			
96-Gallon Solid Waste Cart	96-Gallon Recycling Cart	64-Gallon Solid Waste Cart	64-Gallon Recycling Cart
\$ /Cart	\$ /Cart	\$ /Cart	\$ /Cart

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BID FORM 7
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 Required 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 Medina County Solid Waste Transfer Station, 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 8
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 sworn,

(Name)

deposes and says he is _____

(Sole owner, partners, president, etc.)

Of _____

(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.

BID FORM 9
Personal Property Tax Affidavit

STATE OF OHIO
COUNTY OF MEDINA

AFFIDAVIT

I, the undersigned as _____
(Owner, Partner, Authorized Representative)

of _____, having been first duly sworn
(Name of Individual, Partnership or Corporation)

according to law, depose and state that at the time the attached bid was submitted that said

_____ was not in delinquent in payment or Personal Property Tax
(Name of Individual, Partnership or Corporation)

due in any tax district in any County in the State of Ohio.

Date: _____

(Title and Authorized Signature)

The undersigned states that _____ is a corporation authorized
(Corporation Name)

To do business in the State of Ohio, and that he/she has been authorized by proper corporate resolution to sign the above statement.

Date: _____

(Title and Authorized Signature)

Sworn to before me this _____ day of _____, 2019.

[SEAL]

Notary Public

BID FORM 10
Taxpayer Identification – W-9
Insert Here

DRAFT

CURRENT OHIO WORKER'S COMPENSATION CERTIFICATE

Insert Here

DRAFT

BID BOND FOR
COLLECTION
SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned__, [insert name of principal] (as “Principal”) and____, [insert name of surety](as “Surety”)_____, a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the Township of____, Ohio (as “Oblige”), in the sum of _____ Dollars, in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the____day of _____, 2019, submit a Bid to the Oblige for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials generated by Residential Units within and by the Township of__, Ohio conducted within the jurisdiction of the Oblige (“Required Services”).

NOW, THEREFORE, if the Collection Services Bid of the Principal is accepted by the Oblige, the Principal shall within fourteen (14) days after the prescribed forms are presented to the Principal for signature, execute the Collection Services Agreement with the Oblige in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Collection Services Agreement. If the Bid of the Principal is not accepted by the Oblige, 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 Collection Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Oblige may be able to award the Collection Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of the use, are defined in Bid Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bid Bond under their several seals, if any, this ____day of____, 2019, by their respective representatives, pursuant to authority of their respective governing bodies.

(Name of Principal)

(Affix Corporate Seal)

By: _____
Its: _____

Address: _____

(Name of Corporate Surety) *

(Affix Corporate Seal)

By: _____

Its: _____

Address: _____

**Legal Status of the
Principal**

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Bid 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 Bid 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 Bid Bond; that _____, who signed the Bid 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 Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Affix Corporate Seal)

EXHIBIT 1
Implementation Plan
Insert Here

DRAFT

EXHIBIT 2
Township Facilities List

Container Name	Container Location	Container Size	Current Frequency of Service
Township Hall	6609 Norwalk Road		
Cemetery		(1)	
Town Park			

DRAFT

EXHIBIT 3
YORK TOWNSHIP RESIDENTIAL WASTE COLLECTION
MEDICAL PICK-UP SERVICE APPLICATION

York Township, when possible, provides a special Medical Pick-Up service to residents who are disabled or physically unable to place their solid waste and recycling at the designated point of collection. While York Township is able to provide this service in certain circumstances, we must limit its availability to those whose mobility is medically and physically impaired. One application is required for each person in the household.

To begin service, each household member should complete the "Resident's Certification for Medical Pick-Up Exemption" section of this form below. Each resident's physician should then complete the "Physician's Certification for Medical Pick-Up Exemption," confirming that the resident has a condition that prevents him/her from bringing his/her solid waste and recycling to the curbside pick-up location. Please be advised that, in order to cover the additional cost of the Medical Pick-Up service, an additional fee may be added to the household's monthly trash bill. These fees are subject to change without notice.

Please note, residents utilizing medical pick-up service will be restricted to two bags of trash or one trash cart and one Recycling cart per week for the household. Trash bags or trash cart and Recycling cart must be placed at the front of the garage or front door of the home on the day of collection. Please note that, even with a certification, this service may not be available for certain addresses. Residents are responsible for keeping walkways and driveways clear in order to receive this service. Upon completion, please return this form to York Township Hall, 6609 Norwalk Road, York, Ohio 44256. You will be provided with a phone call confirming your entry into the program.

RESIDENT'S CERTIFICATION FOR MEDICAL PICK-UP EXEMPTION
(To Be Completed by the Resident – All Fields Require an Answer)

Please Check: ___ I certify that I have no available relative, friend, or neighbor who is willing to perform these tasks on my behalf. I hereby request Residential Waste Collection Medical Pick-Up Service, I agree to pay such cost for the service, and I give consent to my physician to release information to York Township about my condition. This certification is made with the understanding that any false statement may constitute theft of services, a prosecutable offense.

Resident's Name: _____

Resident's Signature: _____ Today's Date: _____

Address: _____ York Township, Ohio 44256

Number of Persons Living in Household (Answer Required): _____

Certification of disability is required for all persons 12 years of age or older living in the household.

Phone Number: _____



EXHIBIT 3
YORK TOWNSHIP RESIDENTIAL WASTE COLLECTION
MEDICAL PICK-UP SERVICE APPLICATION

PHYSICIAN'S CERTIFICATION FOR MEDICAL PICK-UP EXEMPTION
(To Be Completed by Resident's Physician – All Fields Require an Answer)

Documentation is required to verify the need of each resident who requests exemption services. Please fill out this section on behalf of your patient who is currently requesting these services. This certification is made with the understanding that any false statement may constitute theft of services, a prosecutable offense. Your cooperation in this matter is greatly appreciated.

I hereby certify that _____ is under my care, and is physically unable to place his/her Solid Waste at the designated point of collection in the manner required. I hereby request that York Township's Residential Waste Collection program perform a special medical pick-up for my patient.

Physician's Name: _____

Practice Name / Affiliation: _____

Physician's Signature: _____

Today's Date: _____

Office Address (Street, State, Zip): _____

Phone Number: _____

York Township
Medina County, Ohio

EXHIBIT 4
AFFIDAVIT TO OPT OUT FOR SOLID WASTE SERVICES
PROVIDED BY THE TOWNSHIP OF YORK

To opt out of solid waste services provided by York Township, I hereby file this affidavit stating such. In order to continue, affidavits must be renewed annually, no later than December 31.

You may deliver, in person or by mail, your original affidavit, to the following address. Our office will review this form and approval will be determined on a case-by-case basis.

York Township Hall
 c/o Dorothy Crouch
 6609 Norwalk Road
 York, Ohio 44256

Customer: _____

Property Address: _____

Reason for Opting Out:

- I receive commercial solid waste service on my property for my business.
- I own my own business and will be using the commercial solid waste service at that location.
- I will be utilizing the solid waste services provided by the Medina County Solid Waste District.

By signing my name below, I agree that I am not utilizing York Township’s solid waste services, including recycling services, and have other means of disposing such solid waste. I am prohibited from utilizing another residential solid waste collection service at my residence. If, at any time, if there is cause to believe that solid waste is not being disposed of in accordance with this affidavit, York Township will notify me in writing of such and solid waste services shall be imposed on me.

Customer Signature

Date

Date Received	FOR OFFICE USE ONLY		Approved By
	Received By	Approved	
		Yes No	
Comments:			



EXHIBIT 5

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY
FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM
RESIDENTIAL UNITS IN YORK TOWNSHIP, AND TOWNSHIP FACILITIES**

THIS AGREEMENT for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials (“Required Services”) Generated within the Township of York, Ohio (the “Collection Agreement”) entered into this ___ day of _____, 2019, is by and between the Township of York, Ohio (“Township”), with its offices located at 6609 Norwalk Road, York, Ohio 44256, and XXXX (XXXX) (“Contractor”), an Ohio corporation, with an office located at XXXX, XXXX, (address), Ohio 12345.

RECITALS

WHEREAS, pursuant to Sections 505.27, of the Ohio Revised Code, the Township may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the Township; and

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

WHEREAS, on MM DD, 2019, the Township invited through public advertisement qualified providers of the Required Services to submit bids to provide such Required Services on the terms and conditions contained herein; and

WHEREAS, the Contractor submitted a bid to become the sole provider of Required Services for the benefit of the Township and its Residents; and

WHEREAS, following the official opening of the bids on MM DD, 2019 and consideration of bids for Required Services, the Township determined that the Contractor is qualified to exclusively provide the Required Services to the Township and approved the exclusive award of the Collection Agreement to the Contractor; and

WHEREAS, the Township and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit monthly prices as stated on the Bid, as well as for other Optional Services, all of which are attached as Exhibit A and incorporated by reference; and

WHEREAS, the Township and the Contractor each represents that it has the authority to execute this Collection Agreement for the Required Services identified herein.

**EXHIBIT 5
AGREEMENT**

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

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

WITNESS

The Board of Township Trustees
York Township, Medina County, Ohio

Signature: _____
Name: Richard M. Monroe
Title: Trustee
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: William E. Pavlick
Title: Trustee
Date: _____

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: Todd A. Zieja
Title: Trustee
Date: _____

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this Agreement has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT 5
AGREEMENT

WITNESS AND ACKNOWLEDGEMENT

State of Ohio
County of Medina

On this ____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Jim Burns, Becky Chattin Lutzko and Raymond F. Schulte, personally known to me (or proved to me on the basis of satisfactory evidence) to be person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

DRAFT

EXHIBIT 6
Performance Bond for Collection Services

PERSONS BY THESE PRESENTS, that we, the undersigned Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio (“Principal”) and _____ [insert name of surety] (“Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the Medina County Board of Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District (“Beneficiary”) in the sum of XXXX, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio by and between Principal and Beneficiary, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof, for the for the purpose of Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York within the Medina County Solid Waste Management District and delivered to a Single Stream MFR for materials recovery..

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and Contracts of said Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety, and if Principal shall satisfy all claims and demands incurred under such Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio , and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio to be performed thereunder or the specifications accompanying the same shall in any way affect Surety’s obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract for Collection, Transportation and Delivery for Disposal or Processing of Solid Waste and Recyclable Materials Generated within the Township of York, Ohio .

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of , 2019, by their respective representatives, pursuant to authority of their respective governing bodies.

(Affix Corporate Seal)

(Affix Corporate Seal)

(Name of Principal)*

By: _____
Its: _____

Address: _____

(Name of Corporate Surety)*

By: _____
Its: _____

Address: _____

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____ bearing the official title of _____, whose signature is affixed to this Bid 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 Bid 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 Bid Bond; that _____, who signed the Bid 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 Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Affix Corporate Seal)