

CITY OF HURON OHIO

INVITATION TO BID

Residential Solid Waste Collection, Disposal, and Recycling Services

ISSUED BY

City of Huron

Monday, January 16, 2017

BID OPENING

Friday February 17, 2017

Huron City Hall

417 Main Street

Huron Ohio 44839

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LEGAL NOTICE

The City of Huron is inviting sealed bids for Residential Solid Waste Collection, Disposal and Recycling Services within the City of Huron, Ohio. Bid Documents can be obtained from the Clerk of Council's office located at Huron City Hall, 417 Main Street Huron Ohio 44839.

Bids will be received at the Clerk's office located at Huron City Hall 417 Main Street Huron Ohio until 1:00p.m., on Friday, February 17, 2017 and will be opened publicly and read aloud at that time and place. Bidders must submit one (1) original and two (2) duplicate copies of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID." Bids shall be valid for 120 days after the Bid opening date.

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bond in the name of the City of Huron in the amount of ten percent (10%) of the first year Bid price as security that, if the Bid is accepted, a Contract will be entered into with the City in accordance with the terms and conditions of the Form of Contract contained within the Bid Documents. Bid Bonds will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are, rejected. The City reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

January 16, 2017

January 30, 2017

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A. The City of Huron (City) is issuing this *Invitation to Bid for Residential Solid Waste Collection, Disposal, and Recycling Services*. The purpose of requesting bids is to provide for a comprehensive collection system of residential refuse and recyclable material. Under this system, there will be weekly removal from the curb and final disposal of all residential refuse and recyclable material. There is included herein an allowance for alternate bid pricing to accommodate several different scenarios.
- B. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services** and to fulfill all terms and conditions of **Exhibit B: Form of Contract** in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations.
- C. After receiving the Bids, the City will review all Bids and recommend a Successful Bidder to the city council for a contract award. Upon approval by city council, the City will execute a Contract with the Successful Bidder, substantially in the form of **Exhibit B: Form of Contract**. The City reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. In the event that all Bids are rejected, the City may proceed with another bid process to obtain residential waste collection and recycling services.
- D. The capitalized terms used in these Bid Documents are defined in **Exhibit A: Definitions**.
- E. The term of the Contract will be five (5) years with an option to extend the Contract for five additional one-year terms. The commencement date of the Contract will be January 1, 2017 and will terminate on December 31, 2022, unless the City decides to exercise its renewal option(s) by providing written notice to the Contractor within 90 days of the termination date.

II. SCOPE OF BASE BID SERVICES

A. Curbside Collection of Solid Waste and Recyclables: Service and Service Area

The Contractor shall collect, on a weekly basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings which do not share a common entrance within the corporate limits of the City of Huron. The total estimated number of Residential Units to receive Curbside collection is 3,500. All collection is to be made at the curb.

Collection Method

The Contractor shall provide automated Curbside collection of Solid Waste, Yard Waste and Recyclables from each Residential Unit. The Contractor shall provide all labor,

vehicles, and carts. The Contractor would provide each Residential Unit with either one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables, or one 64-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. In the 30 day period following award, the Contractor will provide informational materials to all Residential Units within the City explaining the service. Included in this notification shall be an explanation of the option to request the 64-Gallon Wheeled Cart to be used to collect Solid Waste prior to the commencement of services. All carts must be either new or in good repair and clean. The Contractor would be responsible to repair or replace any broken carts resulting from the Contractor's negligence. The Contractor would be responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

Collection Equipment

The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets.

Collection Frequency and Hours

Solid Waste Collection will be provided on a weekly basis to each Residential Unit between the hours of 7:00 a.m. and 6:00 p.m. If for any reason the Contractor is not able to collect Solid Waste on the scheduled day, the Contractor will notify the Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City will, at its discretion, cause waste to be collected by any means that is available. Full cost of such collection will be paid by the Contractor.

Collection Routes and Collection Days

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

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

Bulky Wastes and Excess Bagged Waste

The Contractor is responsible for collecting all bulky wastes on the first Monday of each month. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances.

Yard Waste

Yard Waste Collection Services (Bid Form 4, Option 1 and Option 2)

The Contractor would provide separate collection of source separated Yard Waste from each Residential Unit on a weekly basis on the same day that solid waste and recyclables are collected. This service would take place for a twelve month period of time. The Contractor would be responsible for delivering the Yard Waste to a registered Composting Facility. This service will apply to all Yard Waste that is placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons nor exceed 35 lbs. in weight or bundles that are tied securely and do not exceed 3 foot in length nor exceed 35 lbs. in weight. The service shall include a provision for Christmas Tree pickup occurring the first Monday following January 1.

B. Solid Waste Transfer and Disposal Services

The Contractor is responsible for delivering all solid waste to the Erie County Sanitary Landfill located at 10102 Hoover Road, Milan, Ohio 44846.

C. Recycling Services

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: mixed paper; cardboard; aluminum, steel and bi-metal cans; glass bottles and jars; PET and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons. The Contractor may add additional materials to the recycling list.

D. Container Services

The Contractor must provide and service containers to collect and dispose of Solid Waste and Recyclables. The Contractor will provide and service containers at the following city-owned locations, at the sizes and frequencies indicated in Table 1. These containers must be emptied and within twenty-four (24) hours following a request from the City Service Director for an additional collection. The City reserves the right to modify container size, collection locations and/or collection frequency at any time during the contract at no additional cost to the City.

Table 1. Current Container Services

Fabens Park	2 Dumpsters
Nickel Plate Beach	1 Dumpster
Boat Basin 330 N Main St	2 Dumpsters
Boat Ramp 41 Cleveland Rd E	1 Dumpster
Parks & Rec Office 110 Wall St	1 Dumpster
Pier Entrance	1 Dumpster
Service Complex 10 Waterworks	1 Dumpster
City of Huron 417 Main Street	1 Dumpster

E. Customer Education:

The Contractor will prepare and annually distribute a brochure to each Residential Unit, containing the City requirements for Residential Solid Waste Collection, Yard Waste and Recycling Services. The brochure must include the Contractor’s phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

F. Record Keeping

Solid Waste, Recycling and Yard Waste Tonnages

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

Complaint Log

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

G. Billing and Fuel Adjustments

The Contractor will invoice the City for services rendered at the close of each month. The invoice must be sent to the City Hall to the attention of the Finance Director. Any fuel adjustments must be applied in accordance with the fuel adjustment formula detailed in **Exhibit B: Form of Contract** provided the city selects the pricing option that allows for the application of a fuel surcharge

H. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the City of Huron offices at any time prior to the Bid opening.

IV. BID EVALUATION, RECOMMENDATION AND AWARD:

A. Bidder and Bid Evaluation

The City will evaluate all responsive Bids to determine which Bid represents the lowest and best Bid. The factors to be considered when determining the lowest and best Bid include the sum of the effect of the prices bid for Residential Waste Collection, Disposal,

Recycling and Yard Waste Collection Services over the 5-year contract term, and successive optional annual terms if bid; and the experience and qualifications of the Bidder.

The City may conduct any investigation the City deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and ability of any Bidder, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the Bidder in the delivery of the Solid Waste Collection and Disposal Services. The City reserves the right to request additional information with respect to the qualifications of the Bidders which must be provided to the City in writing within five (5) days of any such request. The City reserves the right to reject any Bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the City, in its sole discretion, that such Bidder is reliable or otherwise properly qualified to perform the obligations of the Contract.

B. City Rights

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

C. Performance Bond and Notice to Proceed

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

V. BID CONTACT:

Andrew D. White
City Manager
City of Huron, Ohio
417 Main Street
Huron Ohio 44839
(419) 433-5000

BASE 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: _____ Fax: _____

E-mail: _____

Qualifications Statement:

Describe overall company (corporate) qualifications, experience and capacity to perform the Residential Solid Waste Collection and Recycling Services and identify the management employees, and their experience, who will supervise performance of the Contract. This information will enable the Municipality to judge the responsibility, experience, and capability of the Bidder. A narrative may be attached to this bid form.

References:

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

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority:

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority:

Contract Contact and Phone Number: _____

Contract Term and Description: _____

BASE BID FORM 2
Facility Information

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

RECYCLING PROCESSING FACILITY

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

SOLID WASTE LANDFILL

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

YARD WASTE COMPOST FACILITY

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____ Operating Hours: _____

BASE BID FORM 3

Price Sheet:

Automated Solid Waste and Recycling Collection Single Family Residential

Indicate the prices in dollars and cents to be charged for each of the services below. This pricing should take into account the ability of the Contractor to apply a fuel surcharge during the term of the contract according to the formula specified in Exhibit B: Form of Contract in the section titled Fuel Adjustments

Automated Collection		
Contract Year	<u>Price per Residential Unit per month</u> to collect Solid Waste and Recyclable Materials and to provide one 96-Gallon, or 64-Gallon Wheeled Cart for Solid Waste and one 64-Gallon Wheeled Cart for Recyclable Materials.	
Year 1 4/1/17 – 12/31/17		
Year 2 1/1/18 – 12/31/18		
Year 3 1/1/19 – 12/31/19		
Year 4 1/1/20 – 12/31/20		
Year 5 1/1/21 – 12/31/21		
Option Year 1 1/1/22 – 12/31/22		
Option Year 2 1/1/23 – 12/31/23		
Option Year 3 1/1/24 – 12/31/24		
Option Year 4 1/1/25 – 12/31/25		
Option Year 5 1/1/26 – 12/31/26		

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

ALTERNATE BID FORM 1

Price Sheet:

Automated Solid Waste and Recycling Collection Single and Multi-Family Residential

Indicate the prices in dollars and cents to be charged for each of the services below. For service locations, refer to Table 2. This pricing should take into account the ability of the Contractor to apply a fuel surcharge during the term of the contract according to the formula specified in Exhibit B: Form of Contract in the section titled Fuel Adjustments. This pricing should be identified as an addition or subtraction to the calculations included in Base Bid Form 3.

Automated Collection		
Contract Year	<u>Price per Multi-Family Residential Unit per month</u> to collect Solid Waste and Recyclable Materials and to provide dumpster service for refuse and 64-Gallon Wheeled Cart for Recyclable Materials.	# of pick-ups per week
Year 1 4/1/17 – 12/31/17		
Year 2 1/1/18 – 12/31/18		
Year 3 1/1/19 – 12/31/19		
Year 4 1/1/20 – 12/31/20		
Year 5 1/1/21 – 12/31/21		
Option Year 1 1/1/22 – 12/31/22		
Option Year 2 1/1/23 – 12/31/23		
Option Year 3 1/1/24 – 12/31/24		
Option Year 4 1/1/25 – 12/31/25		
Option Year 5 1/1/26 – 12/31/26		

TABLE 2
INVENTORY OF MULTI-FAMILY RESIDENTIAL UNITS
WITHIN THE CITY LIMITS

Address	#of Units	Name
512 Berlin Rd	1 – 45 unit	Huron Senior Residence
523 ½ Berlin Rd	1 – 12 unit	Firelands Security Mgmt
527 Berlin Rd	1 – 12 unit	Greg Spendiarian
529 Berlin Rd	1 – 12 unit	Berlin Rd LLC
529 ½ Berlin Rd	1 – 12 unit	Clark Forster
531 ½ Berlin Rd	1 – 4 unit	Kate Fenner
533 ½ Berlin Rd	1 – 16 unit	Kate Fenner
535 ½ Berlin Rd	1 – 8 unit	Kate Fenner
537 ½ Berlin Rd	1 – 8 unit	Kate Fenner
618-624 Cleve Rd E	Total (18 units) 1 - 12 unit 3 – 2 units	North Port Properties
1100-1120 By The Shores	1 – 16 units	Beachwood Shores Condos
224 Williams St	1 – 12 units	Clipper Ship Cove
443 Cleveland Rd W	1 – 24 unit	Key Real Estate LTD
502 Cleveland Rd W	1 – 12 unit	Jet Property Estates LLC
506 Cleveland Rd W	1 – 12 unit	Lucky Stone Properties
508 Cleveland Rd W	1 – 12 unit	Colonial Colony Assoc
Address	#of Units	Name

510 Cleveland Rd W	1 – 8 unit	JR Property Mgmt
516 Cleveland Rd W	1 – 18 unit	JR Property Mgmt
535 Cleveland Rd W	1 – 18 unit	Key Real Estate LTD
537 Cleveland Rd W	1 – 18 unit	Key Real Estate LTD
543 Cleveland Rd W	1 – 24 unit	Key Real Estate LTD
549 Cleveland Rd W	1 – 18 unit	Key Real Estate LTD
551 Cleveland Rd W	1 – 18 unit	Key Real Estate LTD
620 Cleveland Rd W	1 – 24 unit 1 – 4 unit	Shoebox Properties
729 Cleveland Rd W	1 – 24 unit	Ara Lou Waldock
1321 Cleveland Rd W	1 - 18 unit	KRD Huron LLC
1325 Cleveland Rd W	2 – 12 unit	KRD Huron LLC
1373 Cleveland Rd W	1 – 18 unit	KRD Huron LLC
1375 Cleveland Rd W	2 - 12 unit	KRD Huron LLC

BASE BID FORM 4

Price Sheet:

Yard Waste Collection

Indicate the prices in dollars and cents to be charged for each of the services below. This pricing should take into account the ability of the Contractor to apply a fuel surcharge during the term of the contract according to the formula specified in Exhibit B: Form of Contract in the section titled Fuel Adjustments

Contract Year	<p align="center"><u>Price per Residential Unit per month</u></p> <p>Separate collection of source separated Yard Waste from each Residential Unit on a weekly basis on the same day that solid waste and recyclables are collected. This service would include a twelve month collection period and include the collection of Christmas Trees on the first collection date following January 1.</p>	
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Year 1 4/1/17 – 12/31/17		
Year 2 1/1/18 – 12/31/18		
Year 3 1/1/19 – 12/31/19		
Year 4 1/1/20 – 12/31/20		
Year 5 1/1/21 – 12/31/21		
Option Year 1 1/1/22 –12/31/22		
Option Year 2 1/1/23 –12/31/23		
Option Year 3 1/1/24-12/31/24		
Option Year 4 1/1/25-12/31/25		
Option Year 5 1/1/26-12/31/26		

BASE BID FORM 5
Price Sheet:
Container Services

Indicate prices in dollars and cents to be charged for the services below.

Container Services	
Contract Year	<u>Price per month (fixed)</u> to <u>provide</u> and <u>service</u> containers to collect and dispose of Solid Waste and Recyclable Materials at the city-owned locations, at the sizes and frequencies indicated in Table 1.
Year 1 4/1/17 – 12/31/17	\$ _____ per month
Year 2 1/1/18 – 12/31/18	\$ _____ per month
Year 3 1/1/19 – 12/31/19	\$ _____ per month
Year 4 1/1/20 – 12/31/20	\$ _____ per month
Year 5 1/1/21 – 12/31/21	\$ _____ per month
<i>Option Year 1</i> 1/1/22 –12/31/22	\$ _____ per month
<i>Option Year 2</i> 1/1/23 –12/31/23	\$ _____ per month
<i>Option Year 3</i> 1/1/24-12/31/24	\$ _____ per month
<i>Option Year 4</i> 1/1/25-12/31/25	\$ _____ per month
<i>Option Year 5</i> 1/1/26-12/31/26	\$ _____ per month

ALTERNATE BID FORM 2

Price Sheet:

Opt-in Container Services

Indicate prices in dollars and cents to be charged for the services below.

Container Services	
Contract Year	<u>Price per month (fixed)</u>
	to <u>provide</u> and <u>service</u> containers to collect and dispose of Solid Waste and Recyclable Materials at the commercially owned locations upon request of the owner/tenant. This option includes the provision of one 96-Gallon, or 64-Gallon Wheeled Cart for Solid Waste and one 64-Gallon Wheeled Cart for Recyclable Materials.
Year 1 4/1/17 – 12/31/17	\$ _____ per month
Year 2 1/1/18 – 12/31/18	\$ _____ per month
Year 3 1/1/19 – 12/31/19	\$ _____ per month
Year 4 1/1/20 – 12/31/20	\$ _____ per month
Year 5 1/1/21 – 12/31/21	\$ _____ per month
Option Year 1 1/1/22 – 12/31/22	\$ _____ per month
Option Year 2 1/1/23 – 12/31/23	\$ _____ per month
Option Year 3 1/1/24 – 12/31/24	\$ _____ per month
Option Year 4 1/1/25 – 12/31/25	\$ _____ per month
Option Year 5 1/1/26 – 12/31/26	\$ _____ per month

ALTERNATE BID FORM 3

Price Sheet:

Opt-in Container Services

Indicate prices in dollars and cents to be charged for the services below.

Dumpster Services	
Contract Year	<u>Price per month (fixed)</u>
	to <u>provide</u> and <u>service</u> containers to collect and dispose of Solid Waste and Recyclable Materials at the commercially owned locations upon request of the owner/tenant. This option includes the provision of dumpster service and one 64-Gallon Wheeled Cart for Recyclable Materials.
Year 1 4/1/17 – 12/31/17	\$ per month
Year 2 1/1/18 – 12/31/18	\$ per month
Year 3 1/1/19 – 12/31/19	\$ per month
Year 4 1/1/20 – 12/31/20	\$ per month
Year 5 1/1/21 – 12/31/21	\$ per month
Option Year 1 1/1/22 –12/31/22	\$ per month
Option Year 2 1/1/23 –12/31/23	\$ per month
Option Year 3 1/1/24-12/31/24	\$ per month
Option Year 4 1/1/25-12/31/25	\$ per month
Option Year 5 1/1/26-12/31/26	\$ per month

BASE BID FORM 6
Bidder's Representations and Warranties

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

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal and Recycling Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Residential Solid Waste Collection and Recycling Services.
4. Bidder shall not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of Residential Solid Waste Collection and Recycling Services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, Recyclable Material Processing Facility or legitimate Recycling Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term and any potential extension of the Contract.

Signature

Printed Name, Title

Date

BASE BID FORM 7
Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder; if the Bid is made by a corporation, then by its Chief Officer.

STATE OF OHIO
COUNTY OF _____

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

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

Signed: _____

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

Seal of Notary

Notary Public

BID FORM 8
Taxpayer Identification W-9 Form

BID ATTACHMENT 1:
CURRENT OHIO WORKER'S COMPENSATION CERTIFICATE
(ATTACH)

BID ATTACHMENT 2:
BID BOND

(ATTACH)

EXHIBIT A:
Definitions

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

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

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

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

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

“Bulky Waste” means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential waste container and includes white goods, furniture, mattresses and other household items and appliances.

“City”, “City Offices”, “City Hall” means the City of Huron 417 Main Street Huron Ohio 44839.

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

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

“Composting Facility” means an Ohio EPA registered facility or facilities identified by the Successful Bidder to be used for the composting of source separated Yard Waste.

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

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

“Contract or Form of Contract” means the agreement for Residential Waste Collection and Recycling Services entered into by and between the Successful Bidder and the City.

“Contractor” means the individual or entity selected as the Successful Bidder and executes the Contract to provide the Residential Waste Collection and Recycling Services.

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

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

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

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

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

“Invitation to Bid” means the request of the City for Solid Waste Collection and Disposal Services.

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

“Multi-Family Residential Unit” means all multi-family residential dwellings which share a common entrance, within the corporate limits of the City occupied by a family unit.

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

“Notice to Proceed” means written notice from the City to commence the Solid Waste Collection and Disposal Services.

“Residential Unit” means all single-family residential dwellings, and multi-family dwellings which do not share a common entrance, within the corporate limits of the City occupied by a family unit.

“Recyclables” or “Mixed Recyclables” or “Recyclable Materials” will include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars, PETE and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons, and corrugated cardboard.

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

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

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

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

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

“Term” means the duration of the Contract.

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

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

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

EXHIBIT B:
FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION
AND RECYCLING SERVICES

THIS AGREEMENT (the “Agreement”) for Residential Waste Collection and Recycling Services is entered into by and between the City of Huron, a City in the County of Erie, State of Ohio (the “City”) with its offices located at 417 Main Street Huron Ohio 44839 and _____ (the “Contractor”).

W I T N E S E T H

WHEREAS, the City, pursuant to a Motion adopted on _____, 2017, which authorized the City to obtain bids for Residential Waste Collection and Recycling Services, Yard Waste Services; and,

WHEREAS, following publication of the Invitation to Bid in the Newspaper on, January _____, 2017 and the opening and consideration of the Bids received for the Residential Waste Collection and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to Resolution _____ which approved the Contract and authorized _____ to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

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

ARTICLE I-- DEFINITIONS

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

ARTICLE II – TERM AND RENEWAL TERMS

1. Term

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is **April** 1, 2017 and will terminate on December 31, 2021, unless renewed as provided herein.

2. Renewal Terms

The City and Contractor will have the option to renew this Agreement for five additional one-year terms. The City and Contractor must mutually agree to renew. All renewals must be executed in writing and authorized by legislative concurrence by the Huron City Council.

ARTICLE III – STATEMENT OF WORK

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

2. **Solid Waste and Recycling Collection**

The Contractor shall collect, on a weekly basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings which do not share a common entrance within the corporate limits of the City of Huron. The total estimated number of Residential Units to receive curbside collection is 3,500. All collection is to be made at the curb.

The Contractor shall provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor shall provide all labor, vehicles, and carts. The Contractor would provide each Residential Unit with either one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables, or one 64-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. In the 30 day period following award, the Contractor will provide informational materials to all Residential Units within the City explaining the service. Included in this notification shall be an explanation of the option to request the 64-Gallon Wheeled Cart to be used to collect Solid Waste prior to the commencement of services. All carts must be either new or in good repair and clean. The Contractor would be responsible to repair or replace any broken carts caused by the Contractor's negligence. The Contractor would be responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

The Contractor will supply an extra Solid Waste or Recycle cart to any resident that requests an additional cart. The cost for the cart will be paid for by the resident. Residents will be instructed to contact the City to request and pay for the additional cart. The City will then pay the Contractor and schedule the delivery of the additional cart.

The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets.

Solid Waste Collection will be provided on a weekly basis to each Residential Unit between the hours of 7:00 a.m. and 6:00 p.m. If for any reason the Contractor is not able to collect Solid Waste on the scheduled day, the Contractor will notify the Service Director of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular

collection for more than one (1) day the City will, at its discretion, cause waste to be collected by any means that is available. Full cost of such collection will be paid by the Contractor.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Solid Waste, Recyclables, and Yard Waste must take place on the same day. The City prefers the collection days to remain one day per week on Mondays.

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

The Contractor is responsible for collecting all bulky wastes and excess bagged waste set out on the curb. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances. Bulky items will be collected by the Contractor on the first Monday of each month.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor is responsible to collect said materials on the regularly scheduled collection day the first Monday of each month

3. Solid Waste Transfer and Disposal Services:

The Contractor shall deliver all solid waste to the Erie County Sanitary Landfill.

4. Recycling Services

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: mixed paper; cardboard; aluminum, steel and bi-metal cans; glass bottles and jars; PET and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons. The Contractor may add additional materials to the recycling list or remove items from the list as may be necessary. City agrees that Contractor in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge City for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. City shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in a decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

5. Container Service

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables at the locations and frequency requested by the City.

6. Yard Waste Service

The Contractor would provide separate collection of source separated Yard Waste from each Residential Unit on a weekly basis on the same day that solid waste and recyclables are collected. This service would take place from January 1 to December 31. The Contractor would be responsible for delivering the Yard Waste to a registered Composting Facility. This service will apply to all Yard Waste that is placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons nor exceed 35 lbs. in weight or bundles that are tied securely and do not exceed 3 foot in length nor exceed 35 lbs. in weight.

7. Customer Education:

The Contractor shall prepare and annually distribute a brochure to each Residential Unit, containing the City requirements for Residential Waste Collection and Recycling Services. The brochure shall include the Contractor’s phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

8. Customer Service and Notification:

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

ARTICLE IV: PRICE, INVOICE AND PAYMENT

1. Price for Residential Waste Collection and Recycling Services.

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of December, 2016. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City.

Price to Provide Weekly Waste and Recycling Collection	
Year 1: 4/1/17 – 12/31/17	\$ _____ unit/month x 3,500 units = \$ _____ per month
Year 2: 1/1/18 – 12/31/18	\$ _____ unit/month x 3,500 units = \$ _____ per month
Year 3: 1/1/19 – 12/31/19	\$ _____ unit/month x 3,500 units = \$ _____ per month
Year 4: 1/1/20 – 12/31/20	\$ _____ unit/month x 3,500 units = \$ _____ per month

Year 5: 1/1/21 – 12/31/21	\$ _____ unit/month x 3,500 units = \$ _____ per month
<i>Option Year 1: 1/1/22 – 12/31/22</i>	\$ _____ unit/month x 3,500 units = \$ _____ per month
<i>Option Year 2: 1/1/23 – 12/31/23</i>	\$ _____ unit/month x 3,500 units = \$ _____ per month
<i>Option Year 3: 1/1/24 – 12/31/24</i>	\$ _____ unit/month x 3,500 units = \$ _____ per month
<i>Option Year 4: 1/1/25 – 12/31/25</i>	\$ _____ unit/month x 3,500 units = \$ _____ per month
<i>Option Year 5: 1/1/26 – 12/31/26</i>	\$ _____ unit/month x 3,500 units = \$ _____ per month

Container Services per Month	
Year 1: 4/1/17 – 12/31/17	\$. per month
Year 2: 1/1/18 – 12/31/18	\$. per month
Year 3: 1/1/19 – 12/31/19	\$. per month
Year 4: 1/1/20 – 12/31/20	\$. per month
Year 5: 1/1/21 – 12/31/21	\$. per month
<i>Option Year 1: 1/1/22 – 12/31/22</i>	\$. per month
<i>Option Year 2: 1/1/23 – 12/31/23</i>	\$. per month
<i>Option Year 3: 1/1/24 – 12/31/24</i>	\$. per month
<i>Option Year 4: 1/1/25 – 12/31/25</i>	\$. per month
<i>Option Year 5: 1/1/26 – 12/31/26</i>	\$. per month

Yard Waste Services per Month	
Year 1: 4/1/17 – 12/31/17	\$. per month
Year 2: 1/1/18 – 12/31/18	\$. per month
Year 3: 1/1/19 – 12/31/19	\$. per month
Year 4: 1/1/20 – 12/31/20	\$. per month
Year 5: 1/1/21 – 12/31/21	\$. per month

<i>Option Year 1: 1/1/22 – 12/31/22</i>	\$. per month
<i>Option Year 2: 1/1/23 – 12/31/23</i>	\$. per month
<i>Option Year 3: 1/1/24 – 12/31/24</i>	\$. per month
<i>Option Year 4: 1/1/25 – 12/31/25</i>	\$. per month
<i>Option Year 5: 1/1/26 – 12/31/26</i>	\$. per month

2. Record Keeping.

Monthly Reports and Annual Report

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

3. Billing Service and Payment.

The Contractor will invoice the City for services rendered at the close of each month and the City will pay the Contractor within thirty days of invoice. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full. Contractor shall have the ability to pass through new or increases to existing governmental disposal fees & taxes owing to change-in-law-costs

4. Fuel Adjustments

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over the established *base price* during the term of this contract. The established base price of diesel fuel is \$_____ per U.S. gallon. This was the price of diesel fuel the week the bids were opened as reported by the U.S. Department of Energy, Energy Information Administration (EIA) *Midwest On-Highway Retail Diesel Price*.

Any fuel adjustment 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 City will use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*.

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

invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price. The Fuel adjustment formula will 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%

ARTICLE V: PERFORMANCE BOND AND INSURANCE

1. Performance Bond

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

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverage’s listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits reasonably acceptable to the City, and Contractor will furnish certificates of insurance to the City evidencing the required insurance has been procured and is in force.

The City and its council members, officers, representatives, agents, and employees will be additional insured’s on the Contractor’s Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 2010 0704 for General Liability and Umbrella/Excess Liability, ISO Form DA 9U74b 0614 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor’s policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies

required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract

ARTICLE VI: INDEMNIFICATION

1. General Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnity may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property to the extent caused by any negligent act or willful misconduct of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents.

2. Contractor Breach: Opportunity to Cure and Termination.

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement. This Agreement may be terminated by the Contractor if City breaches a material provision of this Agreement that is not remedied by City within ten (10) business days following delivery of a written notice of breach from the Contractor to City.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written

or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. **Notices**

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the City, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

3. **Waiver.**

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

4. **Applicable Law**

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

5. **Unenforceable Provision**

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

6. **Binding Effect**

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

7. **Rights or Benefits**

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

ARTICLE IX. ACCEPTABLE WASTE; UNACCEPTABLE WASTE; TITLE;

Waste Materials mean non-hazardous waste (including Recyclable Materials (as defined in the Contract), but does not include Unacceptable Waste (as defined below).

The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Unacceptable Waste"), each as defined by applicable federal, state or local laws, regulations or permits (collectively, "Applicable Laws").

Contractor may, in its sole discretion, reject any Unacceptable Waste provided by City. City upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from Contractor's collection vehicle or premises.

Contractor shall acquire title to Waste Materials when they are loaded into Contractor's truck or, if Contractor is providing disposal services only and not collection services, when they are delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall remain with City and shall at no time pass to Contractor. City shall indemnify and hold harmless Contractor from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Unacceptable Waste in the Waste Materials.

ARTICLE X. FORCE MAJEURE

Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement. The collection or disposal of any increased volume of Waste Materials resulting from a natural disaster or terrorist act shall be included as part of Contractor's services under this Agreement. In the event of such a natural disaster or terrorist act, Contractor and City will negotiate the payment to be paid to Contractor. Further, when the parties reach such an agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor.

ARTICLE XI. EXCLUSIVITY

City grants Contractor the exclusive right to provide the services under this Agreement.

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

CITY OF Huron

Name

Date

CONTRACTOR NAME

Name, Title

Date

Contract Attachment A: Definitions
Attach Here

Contract Attachment B: Performance Bond