



INVITATION TO BID

Residential Solid Waste Collection, Disposal and Recycling Services

ISSUED BY

Village of Brooklyn Heights

MANDATORY PRE-BID MEETING

May 24, 2023
10:00 A.M.

Brooklyn Heights Municipal Center
Council Chambers
345 Tuxedo Avenue, Brooklyn Heights, OH 44131

BID OPENING

June 7, 2023
12:00 P.M.

Brooklyn Heights Municipal Center
Council Chambers
345 Tuxedo Avenue, Brooklyn Heights, OH 44131

TABLE OF CONTENTS

LEGAL NOTICE..... 3

INSTRUCTIONS TO BIDDERS 4

I. Intent and Purpose..... 4

II. Scope of Services 5

III. Bid Submission Requirements 11

IV. Bid Evaluation, Recommendation and Award..... 12

V. Bid Contact 13

FORM OF CONTRACT:

Residential Solid Waste Collection, Disposal and Recycling Services 14

EXHIBIT A : Definitions..... 26

EXHIBIT B : Current Workers’ Compensation Certificate 31

EXHIBIT C : Corporation Affidavit..... 32

EXHIBIT D : Performance Bond 33

BID FORMS AND ENCLOSURES 34

BID FORM 1: Bidder Identification and References 35

BID FORM 2: Facility Information 36

BID FORM 3: Bidder’s Representaitons and Warranties 37

BID FORM 4: Non-Collusion Affidavit..... 38

BID FORM 5: Personal Proprty Tax Affidavit..... 39

BID FORM 6: Attache Taxpayer Identification W-9 Form 40

BID FORM 7: Terms & Conditions and Market Identification for Recyclable Materials 41

BID FORM 8: Price Sheet: Pricing for Collection, Disposal and Recycling Services..... 42

BID FORM 9: Price Sheet: Pricing for Additional Container Services 43

BID BOND

LEGAL NOTICE

The Village of Brooklyn Heights is inviting bid proposals for Residential Waste Collection and Recycling Services within the Village of Brooklyn Heights, Ohio. Bid Documents can be obtained from the Clerk/Treasurer's office, located at Brooklyn Heights Municipal Center, 345 Tuxedo Avenue, Brooklyn Heights, Ohio 44131, or on the Village of Brooklyn Heights website at www.brooklynhts.org.

A mandatory pre-bid meeting will be held on May 24, 2023, at 10:00 A.M. in Council Chambers at Brooklyn Heights Municipal Center at 345 Tuxedo Avenue, Brooklyn Heights, Ohio 44131.

Bids will be received at the Clerk/Treasurer's office, located at Brooklyn Heights Municipal Center, 345 Tuxedo Avenue, Brooklyn Heights, Ohio 44131 until 12:00 P.M. on June 7, 2023, and will be opened publicly and read aloud at that time in Council Chambers. Bidders must submit one (1) original, one (1) duplicate copy and one (1) electronic copy of its Bid in one sealed envelope clearly marked "RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID." Bids will be valid for 180 days after the Bid opening date.

Each Bid must contain all Bid Forms and be accompanied by a separate Bid Bond in the name of the "The Village of Brooklyn Heights" in the amount of five percent (5%) of the first year Bid price (collection only) as security that, if the Bid is accepted, a Contract will be entered into with the Village in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

The Bid Bond will be returned when the Contract has been executed by the Successful Bidder, or when any Bid is, or all Bids are rejected. The Village reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

Plain Dealer: May 15, 2023, and May 22, 2023

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A. The Village of Brooklyn Heights, Ohio (hereinafter referred to as “Village”) is issuing this *Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services*. The purpose of requesting bids is to contract with one hauler who will provide weekly Curbside collection of Solid Waste and Recyclables for all Residential Units and to provide Recycling Processing Services and Solid Waste disposal services in the Village.
- 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 the **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 Village will review all Bids and recommend a Successful Bidder to the Village council for a contract award. Upon approval by the Village council, the Village will execute a Contract with the Successful Bidder, substantially in the **Form of Contract**. The Village 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 Village may proceed with another bid process to obtain Residential Solid Waste Collection, Disposal and Recycling Services.
- D. No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to Joe Blados, Service Director, at Joe.Blados@brooklynhts.org and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes at the pre-bid meeting and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be available for inspection at the Brooklyn Heights Municipal Center.
- E. The capitalized terms used in these Bid Documents are defined in **Exhibit A: Definitions**.
- F. The term of the Contract will be for three (3) years with the option to extend the Contract for two (2) additional one-year renewal terms by mutual agreement. The initial term of the Contract will commence on September 1, 2023, and will terminate on August 31, 2026. The Village shall provide written notice to the Contractor of the desire to renew and extend this Agreement on or before January

1st of the year preceding each option year and the Contractor shall provide written consent to the Village to renew and extend the Agreement on or before February 1st of the year preceding each option year.

- G.** The total estimated annual tonnage of Solid Waste and Recyclables to be collected, which is the subject of this Invitation to Bid, is approximately 775 tons per year from 688 Residential Units. This information is provided for the Bidder’s convenience only. The actual number of Residential Units and annual tonnage may vary over time. The Village does not guarantee the accuracy of this data. The number of Residential Units may be adjusted annually for billing purposes by the Contractor and the Village. The Contractor and the Village shall provide the other with a written request no later than sixty (60) days prior to the start of each Contract year and a response shall be provided no later than sixty (60) days following the request. The agreed-upon number of Residential Units shall be applied at the start of each Contract year.

Table 1: Estimated Tonnage of Solid Waste and Recyclable Materials

Type of Waste	2022 Annual Tonnage
Solid Waste	681
Recycling	94

II. SCOPE OF SERVICES

A. Curbside Collection of Solid Waste and Recyclables:

Service and Service Area. The Contractor will provide weekly Curbside collection of Solid Waste and Recyclables from each Residential Unit within the corporate limits of the Village. The total estimated number of Residential Units to receive Curbside collection is 688. All collection is to be made at the Curb.

Collection Option. The Village will consider pricing for the automated or semi-automated Curbside collection of Solid Waste and Recyclables using Carts with weekly collection of Bulky Wastes.

The Contractor will provide automated or semi-automated Curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor will provide all labor, vehicles and supply each Residential Unit with one 96-Gallon Wheeled Cart to be used to collect Solid Waste. The Contractor will supply each Residential Unit with one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. Each recycle Cart must have a large label/sticker on the lid which identifies the types of Recyclables that residents should put into the Cart. A copy of this sticker must be included in the Contractor’s proposal. The Village reserves the right to mandate changes to the sticker.

The Contractor will supply an additional 96-Gallon Wheeled Cart for Solid Waste and 64-Gallon Wheeled Cart for Mixed Recyclables to any resident that requests one. Residents will be instructed to contact the Village to request the additional Cart and the Village will contact the Contractor to make the delivery arrangements. The Contractor will charge the Village for the Cart(s) at the pricing indicated on **Bid Form 8**.

All Carts must be either new or in good repair and condition and clean and subject to the Bidder's Representations and Warranties in **Bid Form 3**. The Contractor will be responsible to repair or replace any broken Carts promptly. The Contractor will also be responsible to replace up to twenty-five (25) lost or stolen Carts at its expense per year to the Village, and any additional Carts will be replaced at the expense of the Village at the pricing indicated in **Bid Form 8**. The Contractor will distribute the Carts to each Residential Unit with advance approval by the Village and notification to residents as to the distribution date.

Excess Bagged Waste. The Contractor will be responsible for the weekly collection of Excess Bagged Waste. Excess Bagged Waste is defined as bagged or contained Solid Waste, Yard Waste, or Construction Debris that is placed outside of the Cart for Solid Waste. The Contractor will be asked to notify the Village in the event any resident habitually sets out Excess Bagged Waste, necessitating the need for an additional Cart at the Residential Unit. The Contractor shall contact the resident by tagging the Cart explaining the reasons for not collecting the waste.

Bulky Wastes. The Contractor will be responsible for the weekly collection of Bulky Wastes. Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in a 96-Gallon Wheeled Cart or 64-Gallon Wheeled Cart. Items may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other household items and Appliances. All upholstered furniture and mattresses are to be wrapped in plastic for collection. Resident set-out of Bulky Wastes will be limited to two (2) items per week from each Residential Unit. Residents will be instructed to contact the Village prior to their regular collection day and the Village will contact the Contractor to arrange for the collection.

Appliances and Freon Containing Appliances. The Contractor is not required to collect metal Appliances (white goods) or Appliances containing refrigerants, such as refrigerators, freezers, air conditioners, and dehumidifiers that do not provide documentation of the proper removal of the refrigerant. The Village will continue to provide for the collection of Appliances set out at the Curb.

Yard Waste. The Contractor shall collect and dispose of Yard Waste that is set out at the curb that has been cut, bundled, or bagged. The Contractor is not required to collect Yard Waste set out that exceeds four (4) feet in length and exceeds fifty (50) pounds. The Village will continue to provide for the collection of leaves, which are left loose at the Curb.

Construction and Demolition Debris. The Contractor shall collect and dispose of Construction and Demolition Debris from small remodeling work generated at a Residential Unit if it is set out as Excess Bagged Waste or as Bulky Waste and is subject to the same set out limitations as referenced above. The Contractor will be asked to notify the Village in the event any resident habitually sets out Construction and Demolition Debris. The Village will then contact the resident and require the resident to rent a container. The Contractor is not required to remove Construction and Demolition Debris as a result of work implemented by private contractors hired by the resident/homeowner.

Contaminated Recyclables. If the Contractor finds unacceptable materials placed within the Cart for Mixed Recyclables, the Contractor shall notify the Residential Unit of the unacceptable materials by indicating the reason on a Contamination tag and hanging it from the Cart's handle. The Contractor shall leave the Cart at the Curb un-serviced.

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

Drivers must wear uniforms including a high-visibility shirt, vest, or jacket. The employee must be trained in OSHA, DOT, and company safety and work rules/policies documented in the driver's file and available for inspection by the Village.

Collection Frequency and Hours. Solid Waste and Recyclable collection will be provided on a weekly basis to each Residential Unit. Collection must take place between 7:00 a.m. and 5:00 p.m. and the Contractor must adhere to all the Village's noise ordinances. If for any reason the Contractor is not able to collect on the scheduled day or within the specified collection times, the Contractor shall 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 Village will, at their discretion, cause Solid Waste and Recyclables to be collected by any means that are available. The full cost of such collection will be paid by the Contractor and not be charged to the Village. Example: If there are four collection weeks in a month and the Contractor is required to pay for the cost of collection as

set forth above, the Contractor shall only invoice the Village for three-fourths (3/4) of the monthly invoice total.

Collection Routes and Collection Day(s). The Village shall require that the collection of all Solid Waste and Recyclables takes place on the same day. The Village prefers the collection day to remain on Fridays. Any alternate collection days proposed must be specified in the Contractor's bid and are subject to approval by the Village. The Contractor may develop its own collection routes and schedule, subject to approval by the Village. Upon the Village'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.

B. Solid Waste Transfer and Disposal Services:

The Contractor is responsible for delivering all Solid Waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal. The Contractor must identify the Solid Waste Transfer Station and the Solid Waste Landfill that will be used in the performance of this contract. The Contractor shall pay all charges, costs, fees, and expenses incurred for the disposal or transfer of the Solid Waste collected by the Collection Contractor.

C. Recycling Services:

The Contractor is responsible for delivering all Mixed Recyclables to a legitimate Material Recovery Facility for processing. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), glass (bottles and jars), fiber (mixed paper, boxboard, 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 identified in the Contractor's proposal. The Contractor shall pay all charges, costs, fees, and expenses incurred for the processing of the Recyclable Materials collected by the Collection Contractor.

D. Container Services:

The Contractor shall provide containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at no cost to the Village. The following table shows the current location of containers, container size, and collection frequency. These containers must be emptied according to the frequency listed, at a minimum, and within twenty-four (24) hours following a request from the Village for an additional collection. The Village reserves the right to modify container size, location, and/or collection frequency at any time during the contract at no additional charge. The Village may allow the relocation of these containers for special events. The Contractor shall have the availability to supply the Village with additional

collections of cubic yard containers upon request at the pricing indicated on **Bid Form 9**.

Table 2: Current Container Services and Special Events

Location	Solid Waste	Recycle	Frequency
Village Park / Lower Parking Lot	(1) 8 yd		2x per week on Monday & Friday (To be moved to Community Center on November 1 st and back to park on April 1 st)
Lower Park Pavilion 1	(3) 96 Gallon	(1) 64 Gallon	
Lower Park Pavilion 2	(2) 96 Gallon	(1) 64 Gallon	
Lower Park Pavilion 3	(2) 96 Gallon	(1) 64 Gallon	
Concession Stand	(1) 96 Gallon	(1) 64 Gallon	
Upper Park	(2) 96 Gallon	(1) 64 Gallon	
Dorset Mini Park	(1) 96 Gallon		
Community Center 225 Tuxedo Ave.	(1) 12 yd		2x per week on Monday & Friday
Municipal Center 345 Tuxedo Ave.	(1) 4 yd		2x per week on Monday & Friday
Service Garage 233 Tuxedo Ave.		(1) 20 yd	1x per week on Thursday after 1:00 p.m.
Home Days / Park Upper Level (2 day event in July)	(1) 20 yd		After event in July

E. Customer Education:

The Contractor, at the Contractor's sole cost and expense, shall prepare and mail to each Residential Unit served under this Contract, a brochure that contains the Village-approved requirements for Solid Waste and Recycling collection. Information to be included in the brochure shall include: the Contractor's phone number; Cart set out guidelines; the day of collection; a description of the Solid Wastes and Recyclables appropriate for collection; procedures for disposing of Bulky Waste, Appliances, Freon-Containing Appliances, and Yard Waste; complaints; holiday schedule; and any other information that explains how the Solid Waste and Recycling collection will be provided. The Contractor shall

provide the Village an electronic copy and an additional fifty (50) copies of the brochure relevant for Residential Units with Curbside Collection Services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure with the Bid and to the Service Director for approval, no later than July 1, 2023, and shall mail the brochure following approval to each Residential Unit no later than August 1, 2023. (see **Bid Form 1: Qualifications Statement – Implementation Schedule**).

F. Customer Service and Notification:

The Contractor will provide a customer service phone number (on **Bid Form 3**) and email address to receive and respond to questions or complaints. The customer service phone and email 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 one (1) business day after the complaint is received.

In the case of an intentionally missed collection at a Residential Unit due to the improper set out of the container, improper set out of materials, or set out of unacceptable materials, the Contractor will notify the resident and Service Department on the same day as the missed collection and will provide the reason that the collection did not occur. The Contractor will be responsible for tagging any uncollected materials based on a rule and regulation violation. The Contractor must give the resident a full understanding of the reason not to collect by use of the tag. The Contractor must provide the Village with documentation of all complaints on the same day as they occur.

G. Record Keeping:

Solid Waste, Recycling Tonnages. The Contractor must submit a monthly record of the total tonnage of Solid Waste and the tonnage of Recyclable Materials, separated by the type of material collected for the preceding month. The report must be submitted along with the monthly invoice within ten (10) days of the preceding month to the Municipal Center to the attention of the Service Director.

Carts. The Contractor must maintain an accurate list of Residential Units receiving services, along with the total number of Solid Waste and Recycling Carts and sizes of each. The Village maintains the right to request a copy of the list at any time.

Complaint Log. The Contractor will notify the Service Department of all complaints on the same day as they occur. The Contractor must maintain a complaint log that includes the name, address, phone number, date, time, and description of each complaint received and its resolution. The Village maintains the right to request a copy of the complaint log at any time.

H. Billing and Fuel Adjustments:

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

Fuel Price Adjustment. No Fuel Price Adjustments or surcharges may be applied.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline

Bids will be received at the Service Department located at Brooklyn Heights Municipal Center, 345 Tuxedo Avenue, Brooklyn Heights, Ohio 44131 until 12:00 P.M. on June 7, 2023, and will be opened publicly and read aloud at that time and place. Bidders must submit one (1) original, one (1) duplicate copy and one (1) electronic copy of its Bid in one sealed envelope clearly marked “RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES BID.” Bids will be valid for 180 days after the Bid opening date.

B. Bid Bond

Each Bid must contain all Bid Forms and be accompanied by a separate Bid Bond in the name of the “The Village of Brooklyn Heights” in the amount of five percent (5%) of the first year Bid price (collection only) as security that, if the Bid is accepted, a Contract will be entered into with the Village in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

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

C. Bid Contents

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

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

Bid Form 1: Statement of Qualifications

Bid Form 2: Facility Information

Bid Form 3: Bidder’s Representations and Warranties

Bid Form 4: Non-Collusion Affidavit

Bid Form 5: Personal Property Tax Affidavit

Bid Form 6: Taxpayer Identification - W-9 Form

Bid Form 7: Day of the Week and Additional Recyclable Materials

Bid Form 8: Price Sheet: Pricing for Collection, Disposal and Recycling Services

Bid Form 9: Price Sheet: Pricing for Additional Container Services

Current Ohio Worker’s Compensation Certificate

Bid Bond

- D.** All blank spaces on the Bid Forms must be completed in ink or typewritten, and the required documentation must be fully completed, executed, and attached to the Bid when submitted. All names must be typed or printed below the signatures.
- E.** Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the Brooklyn Heights Municipal Center, located at 345 Tuxedo Avenue, Brooklyn Heights, OH 44131, at any time prior to the Bid opening.

IV. BID EVALUATION, RECOMMENDATION AND AWARD

A. Bidder and Bid Evaluation

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

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

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

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

B. Village Rights

The Village 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 Successful Bidder will be required to furnish the City with a Performance Bond as security for the performance of the Contract. Within ten (10) days after receipt of notice of award, the Successful Bidder shall submit a Performance Bond, signed by a surety company authorized to do business in the State of Ohio as approved by the Village, in the amount of 100% of the first-year Contract price. The Performance Bond will be issued annually for each Contract year during the Term of the Contract. Such Performance Bond shall cover performance of the Contract for the term thereof. The entire cost of the bond(s) will be paid for by the Contractor.

V. BID CONTACT

Questions regarding this Invitation to Bid should be made electronically to Joe Blados, Service Director at Joe.Blados@brooklynhts.org no later than May 31, 2023.

FORM OF CONTRACT:

Residential Solid Waste Collection, Disposal and Recycling Services

THIS AGREEMENT (the “Agreement”) for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between the Village of Brooklyn Heights (the “Village”), a Village in the County of Cuyahoga, State of Ohio with its offices located at 345 Tuxedo Avenue, Brooklyn Heights, OH 44131 and _____ (the “Contractor”), a corporation with an office located at _____.

WITNESSETH

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the Village may enter written contracts with independent contractors for Residential Solid Waste Collection, Disposal and Recycling Services; and

WHEREAS, the Village, obtained bids for Residential Solid Waste Collection, Disposal and Recycling Services; and

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on May 15, 2023, and May 22, 2023, and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal and Recycling Services on June 7, 2023, the Bid of the Contractor has been determined to be lowest and best; and

WHEREAS, the Village and the Contractor have agreed on Terms and conditions for the Residential Solid Waste Collection, Disposal and Recycling Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto and incorporated by reference; and

WHEREAS, the Village has considered the Bid; and the Council of the Village, pursuant to _____ [insert ordinance/resolution no.] which approved the Contract and authorized the Mayor to execute the Contract by and on behalf of the Village, and the Village has received the required executed original and copies from the Contractor.

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

ARTICLE I - DEFINITIONS

The capitalized Terms used herein are defined in Exhibit A: Definitions

ARTICLE II – TERM AND RENEWAL TERMS

This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection, Disposal and Recycling Services is September 1, 2023, and the Term of this Agreement shall terminate on August 31, 2026. Following the initial Term of the

Agreement, the Village may, upon mutual agreement with the Contractor, renew and extend this Agreement for two (2) consecutive one-year Terms ending on August 31, 2027, and August 31, 2028, respectively. The Village shall provide written notice to the Contractor of the desire to renew and extend this Agreement on or before January 1st of the year preceding each option year and the Contractor shall provide written consent to the Village to renew and extend the Agreement on or before February 1st of the year preceding each option year.

ARTICLE III – STATEMENT OF WORK

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

1. Curbside Collection of Solid Waste and Recyclables:

[INSERT SCOPE OF SERVICES]

2. Solid Waste Transfer and Disposal Services

The Contractor is responsible for delivering all Solid Waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal at the facilities identified in the Bid or at additional facilities approved by the Village.

3. Recycling Services

The Contractor is responsible for delivering all Mixed Recyclables to a legitimate Material Recovery Facility (MRF) for processing at the facilities identified in the Bid or additional facilities approved by the Village. The MRF must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), glass (bottles and jars), fiber (mixed paper, boxboard, and cardboard), and plastic bottles and jugs. In addition to any materials identified in the Bid Document, the Contractor may add supplemental materials to the Recycling list.

Any charge for Contaminated Loads or excessive Residual Solid Waste by the MRF shall be the sole responsibility of the Contractor. If any such charges are assessed to the Contractor, the Collection Contractor shall notify the Village within forty-eight (48) hours of receiving the charge, so steps can be taken to address the Contamination in conjunction with the Contractor.

4. Container Services

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

5. Customer Education

The Contractor, at the Contractor's sole cost and expense, shall prepare and mail to each Residential Unit served under this Contract, a brochure that contains the approved requirements for Solid Waste and Recycling collection. Information to be included in the brochure shall include: the Contractor's phone number; Cart set out guidelines; the day of collection; a description of the Solid Wastes and Recyclables appropriate for collection; procedures for disposing of Bulky Waste, Appliances, Freon-Containing Appliances, and Yard Waste; complaints; holiday schedule; and any other information that explains how the Solid Waste and Recycling collection will be provided. The Contractor shall provide the Village an electronic copy and an additional fifty (50) copies of the brochure relevant for Residential Units with Curbside Collection Services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure with the Bid and to the Service Director for approval, no later than July 1, 2023, and shall mail the brochure following approval to each Residential Unit no later than August 1, 2023.

6. Customer Service, Notification, and Compliance

The Contractor will maintain a 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 one (1) business day after the complaint is received. In the case of an intentionally missed collection at a Residential Unit due to the improper set out of the Cart, improper set out of materials, or set out of unacceptable materials, the Contractor will notify the resident and Service Department on the same day as the missed collection and will provide the reason that the collection did not occur. The Contractor will be responsible for tagging any uncollected materials based on a rule and regulation violation. The Contractor must give the resident a full understanding of the reason not to collect by use of the tag. The Contractor must provide the Village with documentation of all complaints on the same day as they occur.

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 mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. The Contractor shall not be required to collect any item(s) deemed hazardous to the safety of the collector or vehicle. Upon any subsequent instance that a Resident places Solid Waste or Recyclable Materials for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the Village with copies of all tags left at each Unit pursuant to this section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to between the Village and the Contractor. The Contractor shall not take undue

measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the Village and the Residents receiving the Collection Services.

7. **Implementation Plan**

The Contractor shall submit to the Village and certify: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles, make, year and model, and type of vehicle (diesel, CNG) a sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Contractor's employees have been identified and completed training; (c) approved written notices to Residents were sent to each Resident by U.S. mail 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 delivery of any collection containers is complete; (e) that the Contractor has delivered the proof of insurance, proof of workers' compensation coverage and the required Performance Bond.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

1. Price for Residential Solid Waste Collection, Disposal and Recycling Services

During the Term, the Village agrees to pay the Contractor for the Services in the following amounts: the per household per month price for Residential Solid Waste Collection and Recycling Services and the per ton price for disposal of Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station as set forth in BID FORM 8, which 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, Recycling and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio; and for Services identified on BID FORM 9. These prices include Governmental Fees assessed on Solid Waste disposed in a sanitary landfill in Ohio as of June 7, 2023. Should any Governmental Fees increase or decrease during the Term of the Contract, the Contractor may add or shall subtract the amount of the increase to the per ton disposal cost charged to the Village.

Permissible Pass-Through Charges. All Governmental Fee increases incurred for disposal of Solid Waste at the Solid Waste Landfill, Solid Waste Disposal Facility, Solid Waste Transfer Facility may be passed on by the Contractor. All Governmental Fee decreases shall be passed on by the Contractor. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality, or Solid Waste District. The Contractor shall give the Village and Residents as much notice as is practicable before adjusting for Governmental Fee modifications. In the event an adjustment is necessary, the Contractor charge per ton for the disposal or processing of Solid Waste shall be adjusted accordingly. In the event an adjustment affecting the collection of Solid Waste and Recycling is necessary, the Contractor charge per Residential Unit shall be adjusted by an amount to be determine as follows:

For Solid Waste and Recycling Collection: per ton price difference ÷ 12

Deductions from Contractor's Invoice for Non-performance. If the Contractor misses or fails to make a collection, except as provided in Paragraph 6, on the regularly scheduled day from any Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the Village may withhold from payment the lesser of Twenty-Five Dollars (\$25.00) per Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). If the Village performs cleanup services, the Village may withhold from payment one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the Village. If the Collection Contractor commingles Source Separated Recyclable Materials with Solid Waste for Disposal, the Village may withhold from payment in the amount of one hundred dollars (\$100.00) per Unit. In the event the Village is charged by the MRF designated for Contaminated Loads or excessive Residual Solid Waste, the Village may withhold from the payment the amount of the charge.

The remedies available pursuant to this section are in addition to any other remedies available to the Village pursuant to this Agreement, and the Village's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the Village of the right to exercise any remedy in response to subsequent failures to perform.

2. Record Keeping – Daily, Monthly, and Annual Report

The Contractor shall report any Units not placing Carts on the collection day to the Village. This report shall be provided to the Village at the end of each collection day to avoid disputes regarding whether carts were placed for collection by the Resident. The Contractor and the Village may agree to utilize a different procedure, provided such agreement is in writing.

The Contractor must maintain an accurate list of Residential Units receiving services, along with the total number of Solid Waste and Recycling Carts and sizes of each. The Village maintains the right to request a copy of the list at any time.

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the Village. The Contractor shall also submit a year-end annual report. The year-end report will be due within thirty (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 Village for services rendered within ten (10) days following the end of the month. The invoice will be sent to the Brooklyn Heights Municipal Center, Attn: Service Director.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment to the monthly invoice.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of 100% of the first-year Contract price executed by a duly authorized surety, acceptable to the Village in all respects, or such other security acceptable to the Village. The Performance Bond will be issued annually for each Contract year during the Term of the Contract. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will always during the Contract maintain in full force and effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the Village, and Contractor will furnish the Village certificates of insurance or other evidence satisfactory to the Village evidencing the required insurance has been procured and is in force.

The Village will be named an additional insured on the Contractor’s Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under the 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 the Village 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 all deductibles or retentions 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 Contractor’s parent corporation may provide the coverages.

Insurance Coverage Requirements

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
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. The Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder.

Workers' Compensation Coverage. Prior to commencing work under this Agreement, the Contractor shall furnish to the Village satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an ongoing basis, as such proofs expire. The Contractor shall hold the Village free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the Village, its members of council, 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 costs and expenses incident thereto which any Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier Termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the Village, its members of council, 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 Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier Termination of this Agreement.

3. Indemnity Not Limited

In all claims against the Village, 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 this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer, or consultant of the Village.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the Village 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 Village'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 Village 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 Village its written response. In the event that the Village does not agree that the Contractor's response will provide adequate assurance of future performance to the Village, then the Village may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the Village deems necessary to assure that the Residential Waste Collection, Disposal and Recycling Services will be available to the Village and its Residents.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the Village may terminate the Agreement in the following manner: The Village shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the Village with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. If 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 failures to perform the Collection Services, the Village may terminate this Agreement. Any such Termination shall not take effect until the Village is able to secure alternate or substitute performance. The Village may commence the process to obtain an alternate or substitute service provider for the Residential Solid Waste Collection, Disposal and Recycling Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the Village, in the exercise of the reasonable discretion of the Village.

3. Surety or Village 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 Agreement. However, if the surety does not commence performance, the Village 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 Village is unable to provide or obtain cover, the effective Termination date may be delayed by the Village until the Village completes the process of obtaining a substitute service provider of the Residential

Solid Waste Collection, Disposal and Recycling Services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the Village'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 Village has investigated and determined that the complaints represent failure 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 Village income taxes.

4. Termination for Change of Control of Collection Contractor.

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control are material terms in such an award. If during the Term of this Agreement, the Contractor shall be merged or sold, the Village shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the Village is able to obtain alternate or substitute service.

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

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 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 Village, attention Joe Blados, Service Director at their respective addresses set forth above. Any change of address must be given in like manner.

3. Waiver

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

4. Applicable Law

This Agreement will be governed by and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may “opt-in” later without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

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 Village, 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 Village and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Village and the Contractor and not for the benefit of any other party.

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

VILLAGE OF BROOKLYN HEIGHTS

Name

Title

Signature

Date

Approved by Village Attorney or Village Law Director

[INSERT CONTRACTOR]

Name

Title

Signature

Date

EXHIBIT A: Definitions

“Agreement” means the Contract for Residential Solid Waste Collection, Disposal and Recycling Services.

“Appliances” means all white goods.

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

“Bid Bond” means a bond or any other instrument acceptable by the Village and in accordance with any local ordinance ensuring the Village that the Successful Bidder will execute the Agreement substantially in the form provided in the Bid Documents.

“Bidder” means a person, partnership, joint venture, corporation, or limited liability company submitting a Bid to the Village in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal and Recycling Services.

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

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

“Cart” or “Wheeled Cart” means a wheeled, rollout cart of any capacity, which is issued by the Contractor that can be used for the collection of Solid Waste.

“Village” means the Village of Brooklyn Heights, Ohio located in Cuyahoga County.

“Collection Contractor” means the individual or entity selected by the Village for the collection of Solid Waste and Recyclable Materials from Residential Units, municipal facilities, and during special events within the Village.

“Collection Services” is defined as the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to Village-Designated Facilities.

“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 Residential Solid Waste Collection, Disposal and Recycling Services will commence.

“Compost” as defined in OAC 3745-560-02(C)(1-4)

“Composting” means the biological decomposition of yard waste and other organic wastes under controlled conditions resulting in compost. Controlled conditions include but are not limited to grinding, shredding, chipping, mixing feedstocks, bulking agents and additives, piling, physical turning, aerating, adding moisture, and performing procedures to achieve human pathogen reduction or other processing of Solid Wastes.

“Compost Facility” means the classes of facilities regulated by the Ohio EPA as defined in OAC 3745-560-02(C)(1-4).

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

“Container Services” means the provision by the Contractor of rear or front load, roll-off containers, and Carts for the collection of Solid Waste and Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

“Contamination” or “Contaminated Recyclables” means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste, or any Non-Recyclable Materials that are commingled with Recyclable Materials or Yard Waste and hinder or prevent the processing of the Recyclable Materials or Yard Waste by the Contractor at the MRF or Compost Facility.

“Contaminated Loads” means loads of materials delivered to the MRF or Compost Facility that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

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

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

“Contractor” means the person, corporation, partnership, or limited liability company performing Residential Solid Waste Collection, Disposal and Recycling Services under contract with the Village.

“County of Cuyahoga” refers to the geographic region of the Cuyahoga County Solid Waste District which includes a small portion of the Village of Hunting Valley that is located within Geauga County.

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

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

“Disposal Site” means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of Refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

“Excess Bagged Waste” is bagged or contained Solid Waste, Yard Waste or Construction Debris that is placed outside of the Cart for Solid Waste.

“Freon-Containing Appliances” means any Appliance containing refrigerant (i.e., refrigerators, freezers, air conditioners, and dehumidifiers). The Contractor is not responsible for the collection of Appliances containing refrigerants.

“Fuel Price Adjustment” means an increase or decrease proposed by the Successful Bidder in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

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

“Governmental Fees” means a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, County, Municipality, Township or Solid Waste Management District or other public entity. A Governmental Fee does not include any charge by a private corporation.

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

“Household Hazardous Waste” means any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be a hazardous waste as that Term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills.

“Invitation to Bid” means the request of the Village for bids for Residential Solid Waste Collection, Disposal and Recycling Services.

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

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

“Municipality” means the Village of Brooklyn Heights, Ohio located in Cuyahoga County.

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

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

“Performance Bond” means a bond or any other instrument acceptable by the Village and in accordance with any local ordinance insuring the Village is issued to guarantee full and complete execution and performance of the Contract.

“Producer” means an owner or occupant of a Residential Unit who generates Refuse.

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

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

“Refuse” means all residential Refuse and Bulky Waste, limited Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.

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

“Residential Unit or Units” means all single-family residential dwellings, and multi-family residential dwellings that do not share a common entrance, within the corporate limits of the Village occupied by a family unit. A Residential Unit shall be deemed “occupied” when either water or power services are being supplied thereto.

“Residual Solid Waste” means Solid Waste commingled with source-separated Recyclable Materials.

“Rubbish” means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

“Solid Waste” means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining or demolition

operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste.

“Solid Waste Landfill” or “Solid Waste Disposal Facility” means an Ohio EPA permitted and licensed facility as defined by ORC 3734.01(N) and OAC 3745-27-01(S)(23) and identified by the Successful Bidder to be used for the disposal of Solid Waste.

“Solid Waste Transfer Station” or “Solid Waste Transfer Facility” means an Ohio EPA permitted and licensed facility that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other vehicles or containers for transportation to a Solid Waste Disposal Facility.

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

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

“Term” means the duration of the Contract.

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

“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 Solid Waste 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.

EXHIBIT B: Current Workers' Compensation Certificate

Please attach the current "Certificate of Premium Payment" establishing workers' compensation coverage. The Contractor is responsible for forwarding updated Certificates to the Village on a going-forward basis as Certificates expire.

EXHIBIT C: Corporation Affidavit

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

STATE OF OHIO

COUNTY OF _____ ss:

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

Street Address/City/State/Zip Code

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

Name of Corporation

AFFIANT further says that: _____
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Name of Agreement

for said Corporation by virtue of:

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

Signature

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

Notary Public
My Commission Expires: _____

EXHIBIT D: Performance Bond

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider (“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 Village of _____ (“Beneficiary”) Beneficiary in the sum of _____, 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 Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2023, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste and Recyclable Materials. (“Collection Services”).

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, 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, to 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 Collection Services Agreement 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 Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2023, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____		_____	
(Principal)		(Surety)	
_____	By: _____	_____	By: _____
(Principal Secretary)		(Surety Secretary)	
(SEAL)		(SEAL)	
_____	_____	_____	_____
(Witness as to Principal)	(Address)	(Witness as to Surety)	(Attorney-In-Fact)
_____	_____	_____	_____
	(Address)	(Address)	(Address)
		(Address)	(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 Performance 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 Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

_____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance 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 Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

BID FORMS AND ENCLOSURES

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: Statement of Qualifications

Bid Form 2: Facility Information

Bid Form 3: Bidder's Representations and Warranties

Bid Form 4: Non-Collusion Affidavit

Bid Form 5: Personal Property Tax Affidavit

Bid Form 6: Taxpayer Identification - W-9 Form

Bid Form 7: Day of the Week and Additional Recyclable Materials

Bid Form 8: Price Sheet: Pricing for Collection, Disposal and Recycling Services

Bid Form 9: Price Sheet: Pricing for Additional Container Services

Current Ohio Worker's Compensation Certificate

Bid Bond

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 the performance of the Contract. **Include your implementation as identified in Section III, Paragraph 7 of the Contract.** This information will enable the Village to judge the responsibility, experience, and capability of the Bidder.

References:

Provide three (3) references of current municipal customers.

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

Contracting Authority: _____

Contract Contact and Phone Number: _____

Contract Term and Description: _____

BID FORM 2

Facility Information

Identify the facilities that would be used to manage Solid Waste and Recyclables in the performance of contract services if a Contract is awarded.

Recycling Processing Facility – Material Recovery Facility

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Facility Manager: _____
Phone Number: _____
Operating Hours: _____
Processing Price per ton charged by Facility: _____

Solid Waste Transfer Station

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Ohio EPA Solid Waste Facility Identification Number: _____
Facility Manager: _____
Phone Number: _____
Operating Hours: _____
Transfer Price per ton charged by Facility: _____

Solid Waste Landfill

Name of Facility: _____
Owner of Facility: _____
Street Address: _____
Ohio EPA Solid Waste Facility Identification Number: _____
Facility Manager: _____
Phone Number: _____
Operating Hours: _____
Disposal Price per ton charged by Facility: _____

BID FORM 3

Bidder's Representations and Warranties

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

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

Signature

Printed Name, Title

Date

Customer Service Phone Number

BID FORM 4

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 _____, 2023

Seal of Notary

Notary Public

BID FORM 5

Personal Property Tax Affidavit

STATE OF OHIO

COUNTY OF CUYAHOGA, SS:

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

_____ Title and Name of Company

And that he/she or _____

Name of Company

was:

(1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of _____, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services.

(OR)

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

FURTHER AFFIANT sayeth naught:

COMPANY

AFFIANT AND TITLE

Sworn to before me, a Notary Public, this ____ day of _____, 20____.

Notary Public
My Commission Expires:

BID FORM 6

Attach Taxpayer Identification W-9 Form

(Rev. October 2018)

BID FORM 7

Day of The Week Collection and Identification of Additional Recyclable Materials

Brooklyn Heights's current collection day is Friday.

If the Contractor is proposing to change the day(s) of collection, indicate here:

Monday

Tuesday

Wednesday

Thursday

Friday

Please LIST AT LEAST any "Recyclables" or "Mixed Recyclables" or "Recyclable Materials" to be accepted for collection in addition to: cans (aluminum and steel); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and plastic (bottles and jugs).

BID FORM 8

Price Sheet: Pricing for Collection, Disposal and Recycling Services

Instructions: Indicate in dollars and cents the bid prices for each of the following services:

Collection	Disposal
<u>Price per Residential Unit per month</u> for weekly collection of Solid Waste with the provision of 96-Gallon Carts and weekly collection of Recyclables with the provision of 64-Gallon Carts.	<u>Price per ton</u> to deliver Solid Waste to a Solid Waste Landfill, including all waste disposal fees, all local, county, and state fees, and environmental fees.
2023 \$ _____	2023 \$ _____
2024 \$ _____	2024 \$ _____
2025 \$ _____	2025 \$ _____
2026 \$ _____ option year 1	2026 \$ _____ option year 1
2027 \$ _____ option year 2	2027 \$ _____ option year 2

Price for Replacement Carts	
Per Section II. A. of this ITB, indicate the price to be charged for replacement of lost or stolen Carts exceeding a total of twenty-five (25).	
Recycle Cart - Replacement	Solid Waste Cart - Replacement
\$ _____	\$ _____

Price for Additional Carts	
Per Section II. A. of this ITB, indicate the price to be charged if residents request an additional Cart.	
Recycle Cart - Additional	Solid Waste Cart - Additional
\$ _____	\$ _____

BID FORM 9

Price Sheet: Pricing for Additional Container Services

Instructions: Indicate in dollars and cents the bid prices for each of the following services:

Price for Additional Container Services								
<u>Price per pull</u> to be charged to the Village for any additional collections requested by the Village not specified in Section II, Item D, Table 2.								
	Container Size							
Contract Year	2-Yard	4-Yard	6-Yard	8-Yard	10-Yard	20-Yard Roll-Off	30-Yard Roll-Off	40 Yard Roll-Off
Year 1								
Year 2								
Year 3								
<i>Option Year 1</i>								
<i>Option Year 2</i>								

BID BOND

Each Bid must contain all Bid Forms and be accompanied by a Bid Bond in the name of the “The Village of Brooklyn Heights” in the amount of five percent (5%) of the first year Bid price (collection only) as security that, if the Bid is accepted, a Contract will be entered into with the Village in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents. **Please attach.**