

## LEGAL NOTICE TO BIDDERS

Sealed bids will be received by the City Clerk for the City of Worthington, Ohio for the **Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste** (“Collection Services”) collected from within the City of Worthington on the terms and conditions contained in the Bid Documents until **12:00 noon local time on November 4, 2016** at the Louis J.R. Goorey Worthington Municipal Building, 6550 N. High Street, Worthington, OH 43085, at which time all bids will be publicly opened and read aloud.

Copies of the Bid Documents may be obtained for a fee at Franklin Imaging, 500 Schrock Road, Columbus, Ohio 43229. Questions concerning the bid specifications should be directed to Rob Chandler, Assistant to the Director, at [rhandler@ci.worthington.oh.us](mailto:rhandler@ci.worthington.oh.us), phone number (614) 431-2425. The Bid Documents may be viewed at the Office of the City Clerk at the Worthington Municipal Building.

All bids shall be submitted in the manner described in the Instructions to Bidders on the appropriate Bid Form contained in the Bid Documents and shall include all information and documentation as required by the Bid Documents.

The City reserves the right to reject any and all bids and to waive irregularities in bidding.

Members of the public are hereby invited to be present at the bid opening. The City will make reasonable accommodation for persons with disabilities who wish to attend the bid opening, with a minimum of 48 hours’ advance notice.

Matthew H. Greeson, City Manager

Date: October 18, 2016

Publish: October 20, 2016  
October 27, 2016  
THE COLUMBUS DISPATCH

## **OVERVIEW OF THE INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS**

The City of Worthington, Ohio issues this Invitation to Bid for the purpose of obtaining Bids for Solid Waste Collection Services. Capitalized terms use throughout this Overview of the Invitations to Bid and Instructions to Bidders and attached Bid Documents are defined in **Exhibit B** to the Collection Agreement (attached hereto as **Attachment 1**).

**Introduction.** The City of Worthington (the “City”) is seeking competitive bids for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (known collectively as the “**Collection Services**”) in accordance with the following bid specifications. It is the intent of these specifications to set forth all conditions under which this service provision shall be conducted.

The City has determined that it is in the best interests of the City and its Residents that collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units and Municipal Facilities and during Special Events located within the City be provided by a single Contractor on an exclusive basis.

The City is a northern suburb of the City of Columbus, Ohio located primarily inside Interstate 270. The area of the City is approximately 5.5 square miles, with (approximately) 5288 households, and a population of approximately 14,000. Worthington is a City Manager form of government with a Solid Waste Collection and Disposal Program under the supervision of the Director of Service & Engineering. The City generates approximately 4200 tons of garbage, 1600 tons of recyclable materials, and 1500 tons of Yard Waste annually. The number of households indicated above and the tonnage listed shall be used for bidding and estimating purposes. The City makes no representation or warranty that any specific amount of Solid Waste, Recyclable Materials or Yard Waste will be available for collection by the Bidder or that any specific number of Residential Units will be available for collection.

Bidders for the Collection Services must submit the cost of the Collection Services for a not-to-exceed price per Residential Unit per month based upon the number of Residential Units to be served. The price shall include the cost of collection and provision of containers at Municipal Facilities and during the identified Special Events as listed on **Exhibit E** to the Collection Agreement. Bids for Collection Services shall be inclusive of all costs for collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste including the tipping fee, if any, at the City Designated Facilities or at a rate and charge for disposal at the Franklin County Sanitary Landfill. The rate and charge for disposal at the Franklin County Sanitary Landfill shall include all governmental fees, and is scheduled to be \$42.75 per ton as of January 1, 2017, per SWACO Resolution No. 130-10, as adopted by the SWACO Board of Trustees on September 29, 2010.

The City has, or shall have, contracted directly with Rumpke of Ohio, Inc. for Recyclable Materials disposal and processing, so Recyclable Materials shall be delivered to 1191 Fields Avenue, Columbus, Ohio 43201. Pursuant to such agreement, the fee charged by Rumpke of

Ohio for the City's Recycling Services shall be billed directly to the City. Bids shall not include a cost for disposal and processing of Recyclable Materials.

The City reserves the right to reject any and all Bids and to waive any and all nonconformities or irregularities contained in a Bid. Such right shall be at the sole discretion of the City.

**Bid Submission Process.** Copies of the Bid Documents are on file at the Louis J.R. Goorey Worthington Municipal Building at 6550 North High Street, Worthington, Ohio 43085, where they are available for inspection. Copies of the Bid Documents may be obtained for a fee at Franklin Imaging, 500 W. Schrock Road, Columbus, Ohio 43229. All Bids shall be: (a) submitted on the appropriate Bid Forms contained in the Bid Documents; (b) contain all information and documentation as required by the Bid Documents; and (c) returned in a sealed opaque envelope or package, hand-delivered or mailed to:

Office of the City Clerk  
Louis J.R. Goorey Worthington Municipal Building  
6550 North High Street  
Worthington, Ohio 43085

The City will receive sealed Bids for Collection Services until 12:00 p.m. on November 4, 2016, which will be publicly opened and read aloud at that place and time. By the submission date, Bidders must submit one (1) original and three (3) duplicate copies of the Bid in a sealed, opaque envelope or package clearly marked "COLLECTION SERVICES BID". Bids will be considered valid until one hundred eighty (180) days after the Bid Opening Date, whether accepted or rejected.

Interested Bidders may obtain information regarding the City's Collection Services Bid Process by contacting the City and registering as an interested Bidder. Interested Bidders are advised to contact Rob Chandler at [rhandler@ci.worthington.oh.us](mailto:rhandler@ci.worthington.oh.us) or (614) 431-2425 and requested to provide the following information: (1) name of potential Bidder requesting the Bid Documents; (2) name of the individual to whom the Bid Documents are to be addressed, and the name of the individual to contact by telephone, if different; (3) mailing address of the potential Bidder; (4) telephone number of the potential Bidder; and (5) e-mail address to which any addendum to the Bid Documents is to be addressed. **Providing complete information is the only way to ensure that interested Bidders receive a subsequent Bid addendum.**

**Bid Specifics.** Bidders are required to submit proof of qualifications, references, experience and financial good standing to be considered for a Bid award. Inexperienced or unqualified Bidders will not be considered.

The term of the Collection Agreement shall be either for a 3-year term plus two extensions of 1 year each or for one 5-year term. The collection of all Solid Waste, Recyclable Materials and Yard Waste must occur on a single day. The current collection day in Worthington is Friday, which is preferred. Therefore, the City seeks bids for the status quo Friday collection; however, the City will consider a day other than Friday, which may be bid as an alternate, as shown as Alternate #1 on page A-1 of **Exhibit A** to the Collection Agreement. The City shall have the

absolute discretion either to select a Friday bid (even if it is not the lowest) or select an Alternate #1 bid.

**SCHEDULE**

<u>October 20, 2016</u>	Public Notice Advertisement for Collection Services
<u>October 27, 2016</u>	Second Public Notice Advertisement for Collection Services
<u>October 31, 2016</u>	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Collection Services
<u>November 4, 2016</u>	Bid Submission Deadline for Collection Services at 12:00 p.m.
<u>November 11, 2016</u>	Announcement of Successful Bidder to provide Collection Services *
<u>November 21, 2016</u>	Return of Implementation Plan
<u>January 1, 2017</u>	Commencement of Collection Services for the City

\* The City shall have the right to extend this announcement date.

Qualified Bidders are invited to respond to the Invitation to Bid if they desire to provide the Collection Services for Residential Units, Municipal Buildings and for Special Events located within the City. Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide the Collection Services upon which they are bidding, and be able to fulfill all of the terms and conditions contained in the attached Collection Agreement.

After receiving the Bids, the City will review all Bids and recommend a Successful Bidder for Collection Services to the Worthington City Council. The City shall execute a Collection Agreement with the Successful Bidder, substantially in the form of the agreement contained in the Bid Documents and identified as **Attachment 1**. Bidders are advised that the City reserves the right to reject any and all Bids and waive any non-conformities or irregularities. In the event that all Bids are rejected, the City may proceed with another Bid Process to obtain any or all of the Collection Services.

The City will award a contract to the Bidder who is determined to be the lowest and best responsible. The City reserves the right to waive irregularities or nonconformities, and to accept or reject any or all bids.

**Representations and Warranties.** By submitting a Bid, each Bidder represents and warrants to the City that:

- (1) The Bidder has read and understands the Bid Documents;
- (2) The Bidder will provide the Collection 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 Collection Services;
- (3) The Bidder and the Bidder's agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, age, disability, national origin, or ancestry, against any person or employee of the Bidder; and
- (4) The Bidder has prepared an implementation plan consistent with the outlined requirement, and the deadlines and schedule will be achievable.

**Bid Documents.** The Bid Documents are comprised of the following:

1. LEGAL NOTICE TO BIDDERS
2. OVERVIEW OF THE INVITATION TO BID AND INSTRUCTIONS TO BIDDERS
3. GENERAL BID DOCUMENTS
  - QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
  - W-9 FORM
  - CORPORATE AFFIDAVIT
  - NON-COLLUSION AFFIDAVIT
  - BID BOND
  - PERSONAL PROPERTY TAX AFFIDAVIT
  - NOTICE OF AWARD
4. COLLECTION AGREEMENT (ATTACHMENT 1)
  - EXHIBIT A – BID FORM
  - EXHIBIT B – DEFINITIONS
  - EXHIBIT C – IMPLEMENTATION PLAN
  - EXHIBIT D – PERFORMANCE BOND
  - EXHIBIT E – MUNICIPAL FACILITIES AND SPECIAL EVENTS
  - EXHIBIT F – INSURANCE COVERAGE LIMITS
  - WORKERS' COMPENSATION CERTIFICATES

Copies of the Bid Documents may be obtained as published in the Legal Notice to Bidders and stated herein. The City and any consultants employed by the City in making copies of Bid Documents available on the above terms, do so only for the purpose of obtaining Bids for the Collection Services, and do not confer a license or grant for any other use.

Neither the City, nor any consultants employed by the City in preparing the Bid Documents, shall assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Bids by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign such Bid) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of

incorporation must be shown below the signature. Each Bid by a corporation must include the Corporate Affidavit. Each corporate Bidder must also submit evidence of good standing in the Bidder's state of incorporation and that the Bidder is qualified to conduct business in the State of Ohio. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the Bid must accompany the Bid. The official address of the partnership must be shown below the signature.

All Bids shall be accompanied by a separate Bid Bond in the amount of \$15,000. Such Bid Bond serves as security that if the Bid is accepted, an agreement will be entered into within ten (10) days of the Notice of Award with the City in accordance with the terms and conditions of the Collection Agreement.

Bid Bonds will be returned when the required agreement has been executed by the Successful Bidder and the City of has accepted the required Performance Bond from the Successful Bidder; or when any Bid is, or all Bids are, rejected.

Every Bid shall be signed and, if necessary, shall be accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Bid Documents, including the bonds, must include with the submitted Bid a copy of the valid power of attorney.

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

Each Bidder must submit one (1) original and three (3) complete copies of the Bidder's entire Bid, containing original signatures, Bid Forms, and other required information, and with all attachments and certificates required by the Bid Documents. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of the Bids.

**Consideration of Bids.** All Bids received in conformity with the Legal Notice to Bidders and the specifications shall become a public record. An abstract of the Bids will be made available after the opening of Bids. Upon the award of the Collection Services bid, the City shall provide information regarding such award to all Bidders.

Conditional Bids will not be accepted. Bidders must disclose any and all exceptions to the Agreement and provide proposed substitute or revised language for any such exception to avoid

a determination by the City that any such exception is a conditional Bid. The City will not accept any alternative contract language that affects price.

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

The City may conduct any investigation deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of any Bidder, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the Bidder in the delivery of the Collection Services.

The City will evaluate and select the lowest and best responsible Bidder for the Collection Services. The City will deliver the Notice of Award following approval by City Council. When the City sends such Notice of Award to the Successful Bidder, the City will forward at least two (2) unsigned counterparts of the Collection Agreement, which shall be executed and returned to the City within ten (10) days thereafter. Within twenty (20) days following its receipt of the signed Collection Agreement counterparts, the City will deliver one (1) fully signed counterpart back to the Successful Bidder. If the Successful Bidder fails to execute and return the agreement within ten (10) days of receiving a Notice of Award, then the City, at its option, may determine that the Bidder has abandoned the agreement. The City may then determine that the Bid is null and void, and the Bid Bond or other acceptable Bid security accompanying the Bid shall be forfeited to and become the property of the City. The Bidder shall accept all terms and conditions of the agreement in substantially the form of Attachment 1.

In addition to the required Bid Bond, a Successful Bidder, within ten (10) days after receiving the Notice of Award, shall furnish and maintain for the term and each renewal term of the Agreement, a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other contract security acceptable to the City, in the amount of one hundred thousand dollars (\$100,000).

This Performance Bond shall serve as a guarantee that if a Collection Agreement is entered into, the Collection Services will be fully performed. A Performance Bond for the Collection Agreement shall be maintained in the amount of \$100,000 for the entire term, and any renewal term, if applicable. No surety shall be released from any annual Performance Bond until a replacement bond is secured and executed.

**Scope of Services.** Bidders for the Collection Services shall submit a per Residential Unit per month bid for collection and delivery of Solid Waste, Yard Waste, and Recyclable Materials to the Franklin County Landfill and to the City-Designated Recycling Services and Yard Waste Services providers. All bids shall be submitted in dollar amounts, and shall include any and all costs of disposal and/or processing. The Bid price for Collection Services shall be the same for each month in the respective terms, but may be increased for the optional extension periods. For example, for a three-year agreement, the Bid price for Collection Services must be the same for each of the 36 months in the term. However, Bidders may suggest a price increase for the optional extension terms, which would be months 37-48 and 49-60, respectively.

Bidders for the Collection Services must also submit bid prices to perform direct billing services, provided that becomes applicable; Chlorofluorocarbon (CFC) removal; and provide a per pull charge for each additional pull of open top roll-off containers of up to thirty (30) yards capacity and up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement). Bidders for the Collection Services may provide optional bid prices for Carry-out Collection Services; and a per Residential Unit per month surcharge for the rental by a Resident or purchase by a Resident of 96 gallon, 64 gallon<sup>1</sup>, and 32 gallon Solid Waste and Recyclable Materials collection containers. Prices for the rental and/or purchase of the Recyclable Materials containers shall be the same for every month of the Collection Agreement, including months during any renewal term.

As an alternate (Alternate #2), Bidders may also provide bid prices for the City's rental (or purchase) of 64-gallon Recyclable Materials collection containers to provide to its residents in lieu of the currently-used 18 gallon bin containers. More detailed information about the provision of collection containers is set forth below.

Bidders shall include any governmental fees that are applicable at the time of the bid opening date as part of the Bid amount. The rate and charge for disposal at the Franklin County Sanitary Landfill shall include all governmental fees and is scheduled to be \$42.75 per ton as of January 1, 2017, per SWACO Resolution No. 130-10, as adopted by the SWACO Board of Trustees on September 29, 2010. Any and all governmental fee increases or decreases, or rates or charges for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the City-Designated Yard Waste Services Facility occurring after the bid opening and during any term of the agreement shall be passed on by the Collection 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, Franklin County, or SWACO. The Collection Contractor shall give the City and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12  
For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

The baseline for determining whether an adjustment is permitted or required due to an increase or decrease in governmental fees and/or an increase or decrease in a rate or charge for disposal of Solid Waste at the Franklin County Sanitary Landfill shall be the price of the governmental fees and rate or charge as of January 1, 2017. That is, Bidders should not include any proposed, anticipated or pending but not-yet-enacted change in governmental fees or rates or charges in the submittal of Bids.

**Fuel Price Adjustment Term.** The City understands and appreciates that the cost of fuel will likely be variable throughout the length of the contract term. However, in order to best evaluate Collection Services Bids, the City has proposed a single Fuel Price Adjustment provision contained in the attached Agreement, which Bidders must accept. Alternative proposed fuel

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<sup>1</sup> In each place where the Bid Documents refer to collection containers of 64 gallons in size, the reference shall mean approximately 64 gallons.

price adjustment formulas submitted by Bidders will be considered to be alternative bids, and not conditional Bids, and are permissible.

For purposes of this provision, a request for a fuel price adjustment will result in an adjustment to the Contractor's invoiced per Residential Unit Bid received by the City, or an adjustment to any invoice directly billed to Residential Units, if applicable. The invoice shall include the base per Residential Unit Bid, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit, based upon the accepted Bid and a fuel price adjustment as an increase or decrease in the per Residential Unit Bid. The price shall be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided herein; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, and so on).

The base price for determining whether a fuel price adjustment is required shall be the price per gallon amount for the Monday preceding the Bid opening, as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA"). (This information can be obtained through EIA's Motor Fuels Price Hotline (202-586-6966) or from EIA's web page, at <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>).

Certain Bidders may be using vehicles powered with Compressed Natural Gas ("CNG"). To the extent that CNG vehicles are used for the Collection Services in the City, Bidders shall indicate the method of determining the base price for CNG fuel adjustment in their Bids, and apply the formula below for purposes of the fuel price adjustment, substituting the price of diesel fuel for the price of CNG therein. In addition, the Implementation Plan shall identify those vehicles operating on CNG.

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the commencement date of the Agreement. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a federal holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents (\$.25) more or less per gallon from the base price, averaging each week in the quarter. Each twenty-five cent (\$.25) incremental change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City (including miles traveled on the collection route and trips to the Franklin County Sanitary Landfill, City Designated Recyclable Materials Facility, and City Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = Fuel Price

Adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

**Implementation Plan Requirements.** The Successful Bidder for the Collection Services is required to submit an Implementation Plan on or before November 21, 2016, demonstrating that the successful Bidder is capable of performing all of the obligations of the Collection Agreement for the City of Worthington. If required, successful Bidders agree to provide the City a release to contact and obtain information from any Bidder-identified manufacturer or seller of vehicles or equipment needed to perform the Collection Services, and/or from any bank or lending institution identified by the Bidder financing the cost of new vehicles or other equipment. The Implementation Plan must provide the following information:

1) If the Successful Bidder does not already possess sufficient capital equipment to perform the Collection Services, including but not limited to collection vehicles and required collection containers, a proposed order date, if any, for purchase of capital equipment, including the name of the specific manufacturer or seller (if not directly from the manufacturer), contact information for the seller, including a telephone number, and estimated delivery date. The successful Bidder is advised that the City will contact the seller/manufacturer to verify that all conditions precedent to the delivery of the capital equipment have been satisfied by the successful Bidder, if necessary. The Successful Bidder also shall list any vehicles that are used for Collection Services in the City that are powered by CNG.

2) The successful Bidder shall furnish to the City for approval: (a) planned collection routes including a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, and their beginning and ending points; (b) confirmation of the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected with the City; and (c) a proposed copy of the written notice that shall be provided to each Residential Unit by U.S. mail explaining the procedures and obligations of each Residential Unit receiving Collection Services, and detailing the requirements for the collection of Recyclable Materials and Yard Waste for processing. At its option, the City may seek recommendations from SWACO for information contained in the Resident notice.

3) A schedule and plan for training employee drivers regarding approved routes, leaving notice for Residents regarding improper placement of materials in the collection containers, and the successful Bidder's requirements for the placement of collection containers in order to receive the Collection Services.

4) A description of the plan to handle Resident calls in the event that problems arise during any transition to a successful Bidder other than the current vendor for the Collection Services in the City. The plan must outline, with specificity, how the successful Bidder will respond to problems, including but not limited to: missed collections, damage to a Resident's collection containers, spills and required cleanups, mailing of initial and replacement notices to Residents detailing the requirement for the placement of collection containers (including curbside and

Carry-out locations) and the acceptable materials that may be placed in collection containers. The successful Bidder is to assume that there will be a significant volume of Resident calls during the first month of the Collection Services. Thereafter, the successful Bidder may implement a plan to handle Resident calls on a routine basis.

**Collection Containers.** The City's current contractor supplies each Residential Unit with one 18-gallon Recyclable Materials container at no additional charge to the City. At the request of the City or a Resident, the contractor also provides a second 18-gallon container free of charge. The City wishes to consider the City's rental (or purchase) of wheeled Recycling Materials containers equipped with lids of approximately 64 gallons in size to provide to every household in lieu of offering the 18-gallon bins. The per Residential Unit per month base bid shall include the cost of maintaining the current practice of providing one 18-gallon bin to each Residential Unit at no additional cost and a second one at the request of the City or a Resident, also at no additional cost. An alternate bid (Alternate #2) for the City's rental of the 64-gallon wheeled containers equipped with lids (or the City's purchase of those containers) may be submitted, which cost shall be stated in a per Residential Unit per month surcharge amount. The rental price shall be the same price per month for all months in every term of the Collection Agreement, such that no difference in the monthly price shall be stated whether it be an initial term or a renewal term. While the City is primarily interested in the rental of the 64-gallon container, Alternate #2 includes pricing for rental of 96-gallon and 32-gallon containers, as well as the purchase of all three sized containers.

As part of the base bid, the City also invites bids for optional Solid Waste and Recyclable Materials container rental or purchase by individual Residents and billed directly by the Collection Contractor. Optional bids or proposals may be submitted for both the rental and purchase by Residents of wheeled waste containers or carts for Solid Waste, and wheeled waste containers or carts for Recyclable Materials. The rental price shall be the same price per month for all months in every term of the Collection Agreement. The purchase price shall be amortized equally for all months in each term of the Collection Agreement. Purchased containers will not be returned to the Bidder at the conclusion of the Collection Agreement. Residential collection containers purchased by Residents must be warranted for merchantability and fitness for use for collection of residential Solid Waste and Recyclable Materials for not less than ten (10) years.

All rented collection containers will be collected by the Bidder at the conclusion of the Collection Agreement. The Collection Contractor shall replace lost or damaged recycling containers at the request of a Resident or the City. The City shall not be financially responsible to the Collection Contractor for a Resident's failure to pay for a leased or purchased collection container.

Prices for residential collection containers should be offered for 96 gallon, 64 gallon and 32 gallon collection containers equipped with lids.

**Volume/Estimated Household and Tonnage.** The estimated number of households in the community is 5288, with annual Solid Waste tonnage averaging 4200, Yard Waste tonnage averaging 1500, and Recyclables tonnage averaging 1600 (three year average). This information is provided for the Bidder's convenience only. The actual number of Residential Units and

actual tonnage will vary over the course of the contract period. The City of Worthington does not guarantee the accuracy of this data. The Successful Collection Services Bidder acknowledges that the City makes no commitment of any specific amount of Solid Waste, Yard Waste or Recyclable Materials to be collected.

**Terms.** The Collection Agreement will be accepted for terms of either three (3) years with an option to extend the term for two consecutive one-year terms, or five (5) years with no option for extension, at the full discretion of the City. The Bid price must be the same price for each month during a respective term of the Collection Services. The Bid price may be adjusted later (upward or downward) as authorized for changes in governmental fees, SWACO-approved changes in the rates and charges at the Franklin County Sanitary Landfill, changes to the charge for Recycling Services, and fuel adjustments. The commencement date of the Agreement for Collection Services will be no earlier than January 1, 2017.

**Questions.** No interpretation of the meaning of the Instructions to Bidders or Bid Documents will be made to any Bidder orally. A written request for an interpretation of the Bid Documents may be addressed to: Rob Chandler at 380 Highland Avenue, Worthington, Ohio 43085 or e-mailed to [rhandler@ci.worthington.oh.us](mailto:rhandler@ci.worthington.oh.us). Any such written request for interpretation must be received by October 31, 2016 to be given consideration and to ensure sufficient time for the City to issue a response. A Bidder may bid on both, none or one of the alternates. Any interpretation or supplemental instructions will be in the form of a written addendum to the Instruction to Bidders and Bid Documents which, if issued, will be faxed or e-mailed to all prospective Bidders (at the respective fax numbers or e-mail addresses required to be furnished for such purposes), at least two (2) days prior to the Bid submission deadline. Failure of any Bidder to receive any such interpretation or addendum shall not relieve such Bidder from any obligation under their Bid as submitted. Any addendum issued shall become part of the Bid Documents and will be available for inspection in the same manner as the original Bid Documents.

BID DOCUMENTS

Review Set  
Not For Bidding



W-9 FORM – ATTACHED

Review Set  
Not For Bidding

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CORPORATE AFFIDAVIT**

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

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_, being duly sworn, deposes and says that he/she is Secretary of \_\_\_\_\_, 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:

\_\_\_\_\_  
Name of Corporation

AFFIANT further says that:

\_\_\_\_\_  
Name of Officer/Title

is duly authorized to sign the agreement for Collection Services with the City of Worthington for the 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**NON-COLLUSION AFFIDAVIT**

State of Ohio

County of \_\_\_\_\_

The undersigned \_\_\_\_\_,  
(Name)

being first duly sworn, deposes and says that he/she is \_\_\_\_\_  
Sole (owner, a partner, president, secretary, etc.)

of \_\_\_\_\_,  
(Name of Company)

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 shall 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 fix any overhead, profit, or cost element of such Bid price, or of that of any other Bidder, or to secure any advantage against the Owner awarding the contract or 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/her 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/her general business.

Review Not For Bidding

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

Sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**UNRESOLVED FINDING FOR RECOVERY AFFIDAVIT**

Complete one of the two affidavits below.

STATE OF OHIO

) ss

COUNTY OF FRANKLIN

The undersigned, being first duly sworn, is the \_\_\_\_\_ (title and office) of \_\_\_\_\_ (company), and states that, upon inspection of all pertinent records, that the Auditor of the State of Ohio has not issued a finding for recovery against said company and which recovery is unresolved, pursuant to Section 9.24 of the Ohio Revised Code.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF OHIO

) ss

COUNTY OF FRANKLIN

The undersigned, being first duly sworn, is the \_\_\_\_\_ (title and office) of \_\_\_\_\_ (company), and states that the Auditor of the State of Ohio has issued a finding of recovery against the company, but, that under Section 9.24, said recovery is not unresolved pursuant to one or more of the following factors (initial those that apply):

\_\_\_\_\_ The money identified in the finding for recovery is paid in full to the state agency or political subdivision to whom the money was owed;

\_\_\_\_\_ The debtor has entered into a repayment plan that is approved by the attorney general and the state agency or political subdivision to whom the money identified in the finding for recovery is owed.

\_\_\_\_\_ The attorney general has waived a repayment plan for good cause shown.

\_\_\_\_\_ The debtor and state agency or political subdivision to whom the money identified in the finding for recovery is owed have agreed to a payment plan established through an enforceable

settlement agreement.

\_\_\_\_\_ The state agency or political subdivision desiring to enter into the contract with a debtor certifies, and the attorney general concurs, that all of the following are true:

1. Essential services the state agency or political subdivision is seeking to obtain from the debtor cannot be provided by any other person besides the debtor;
2. Awarding a contract to the debtor for the essential services described in (1) above is in the best interest of the state;
3. Good faith efforts have been made to collect the money identified in the finding of recovery.

\_\_\_\_\_ The debtor has commenced an action to contest the finding for recovery and a final determination on the action has not yet been reached.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

My commission expires:

Review Set  
Not For Bidding

## **BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned (insert name of Principal) (as “Principal”) and \_\_\_\_\_ (insert name of Surety) (as “Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred in within the limits of Section 3929.02 of the Ohio Revised Code are held and firmly bound unto the City of Worthington (“Obligee”), in the sum of Fifteen Thousand Dollars (\$15,000), in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Bid Bond.

The condition of the above obligation is such that whereas the above-named Principal did on \_\_\_\_\_, 2016 submit a Bid to the Obligee for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated in and collected from Residential Units and Municipal Facilities within and by the City of Worthington, Ohio, including certain Special Events conducted within the jurisdiction of the Obligee.

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

This Bid Bond is issued by the Surety subject to the condition that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may in good faith be able to award the Collection Agreement within a reasonable time. If the Principal fails to enter into a proper contract within the time specified and if the Obligee does not award the contract to another bidder and resubmits the project for bidding, the Principal will pay the Obligee any and all costs in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said Surety or its bond and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper officers, on the \_\_\_ day of \_\_\_\_\_, 2016.

PRINCIPAL

\_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

SURETY

\_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title)

The foregoing Bid Bond is hereby approved:

CITY OF WORTHINGTON

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Director of Finance

Approved as to Form:

By: \_\_\_\_\_  
Director of Law

Review Set  
Not For Bidding

**PERSONAL PROPERTY TAX AFFIDAVIT**

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

The undersigned \_\_\_\_\_, being first duly sworn, deposes and says that I am the \_\_\_\_\_ (sole owner, partner, president, secretary, etc.) of the party making the foregoing Bid and the party awarded the Contract by the Owner. Furthermore, I hereby affirm under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the Bid was submitted, the above party (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Franklin County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of personal property for Franklin County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. In such case, a copy of this statement shall be transmitted by the Director of Finance to the County Treasurer within 30 days of the date it is submitted.

Delinquent Personal Property Tax: \$ \_\_\_\_\_

Penalties: \$ \_\_\_\_\_

Interest: \$ \_\_\_\_\_

Signed:

By \_\_\_\_\_

Title \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste

The City of Worthington has considered the Bid submitted by you on \_\_\_\_\_, 2016 (Bid Date) for the above-described work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for:

Term of Agreement:        \_\_\_ One 5-Year Term (Contract expires 12/31/21)  
                                     \_\_\_ One 3-Year Term with Two Optional 1-Year Renewals (Initial Term Expires 12/31/19)

Alternate #1                \_\_\_ Yes                                \_\_\_ No

Alternate #2                \_\_\_ Yes                                \_\_\_ No

You are required by the Instructions to Bidders to execute the Collection Agreement and to furnish the required Performance Bond, Certificate of Insurance and Personal Property Tax Affidavit within ten calendar days from the date of this notice to you.

If you fail to execute said Collection Agreement and to furnish the Performance Bond within ten days from the date of this notice, the City of Worthington will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned. The City of Worthington will be entitled to such other rights as may be granted by law.

The City reserves the right to rescind the award of the work at any time before the execution of the Contract by all parties without incurring any liability. Therefore, if you change your position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the City executing the Contract, you agree to do so solely at your own risk and the City will not incur any liability from your change of position.

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this \_\_\_ day of \_\_\_\_\_, 2016.

CITY OF WORTHINGTON

By \_\_\_\_\_  
Matthew H. Greeson, City Manager

**ACCEPTANCE OF NOTICE OF AWARD**

Receipt of the above Notice of Award is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2016:

By \_\_\_\_\_  
(Name) (Title)

Review Set  
Not For Bidding

**ATTACHMENT 1**

**COLLECTION SERVICES AGREEMENT**

Review Set  
Not For Bidding

**AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY OF WORTHINGTON, FRANKLIN COUNTY, OHIO.**

**THIS AGREEMENT** for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste (“Collection Services”) generated within the City of Worthington, Ohio (the “Collection Agreement”) entered into this \_\_\_ day of \_\_\_\_\_, 2016, is by and between the City of Worthington, Ohio (the “City”), located at 6550 North High Street, Worthington, Ohio 43085 and \_\_\_\_\_ (the “Contractor”), a \_\_\_\_\_ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at \_\_\_\_\_.

**RECITALS**

**WHEREAS**, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City; and

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

**WHEREAS**, on October 13, 2016 and on October 20, 2016, the City, as part of a Bid Process of the City located within the jurisdiction of the Solid Waste Authority of Central Ohio, invited through advertisement in a newspaper of general circulation qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

**WHEREAS**, the Contractor submitted a bid to become the exclusive provider of Collection Services for the benefit of the City and its Residents; and

**WHEREAS**, on \_\_\_\_\_, 2016, following the official opening of the bids by the City and consideration of bids for Collection Services, the City has determined that the Contractor is qualified to provide the Collection Services to the City and approved the award of the Collection Agreement to the Contractor; and

**WHEREAS**, Solid Waste shall be delivered to the Franklin County Sanitary Landfill, owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the City has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be

delivered to 1191 Fields Avenue, Columbus, Ohio 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

**WHEREAS**, the above-enumerated facilities are the only facilities the Contractor may use for the delivery of Solid Waste, Recyclable Materials and Yard Waste collected by the Contractor pursuant to this Collection Agreement; and

**WHEREAS**, the City and the Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents for the per Residential Unit monthly price as stated on the Bid Forms, which are attached as Exhibit A and incorporated by reference; and

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

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

#### **ARTICLE I – DEFINED TERMS**

The capitalized terms used in this Collection Agreement are defined in Exhibit B, Defined Terms, which is attached and incorporated by reference.

#### **ARTICLE II – AGREEMENT, TERM & RENEWAL TERMS**

- 2.1 Agreement and Independent Contractor Status.** The City hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City Facilities and during certain Special Events within the City.
- 2.2 Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for \_\_\_\_\_ ( ) years, beginning on January 1, 2017, and terminating on \_\_\_\_\_ (date).
- 2.3 Renewal Terms.** [This Collection Agreement may be renewed for two (2) additional consecutive terms of up to one (1) year each upon such terms and conditions as the parties mutually agree, provided the cost for the Collection Services does not exceed the prices reflected on the Bid Form, attached as **Exhibit A.**] [This Collection Agreement is not renewable.]
- 2.4 Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the Implementation Plan, which is required to have been submitted to the City, and attached as **Exhibit C** and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles,

collection containers and equipment to perform and the identification of Compressed Natural Gas (“CNG”) vehicles, if used; (b) that Contractor’s employees have completed training and driven the City’s Collection Routes; (c) that City-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 Contractor-provided collection containers is complete; and (e) that the Contractor has delivered to the City proof of insurance, proof of workers’ compensation coverage and the required Performance Bond, all of which are attached as **Exhibit D** and incorporated by reference. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the Implementation Plan submitted by the Contractor.

### **ARTICLE III – GENERAL REQUIREMENTS OF THE CONTRACTOR**

**3.1 Delivery to City-Designated Facilities.** The Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit and from City Facilities, and during Special Events located within the City, including such materials that exceed the capacity of a City or Contractor-provided collection container, if provided. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Contractor, provided the Resident places such items in the manner specified in the City-approved written notice specified in Section 2.4 and Section 4.4. The Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill; (b) Recyclable Materials to the Rumpke of Ohio facility at 1191 Fields Avenue, Columbus, Ohio; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO (collectively, the City-Designation Facilities). The Contractor shall pay to the owner or operator of the City-Designated Facilities all charges, costs, fees and expenses incurred for the disposal or processing of the Solid Waste, Recyclable Materials and Yard Waste collected by the Contractor and delivered to the City-Designated Facilities. The charge by the City-Designated Facilities shall be limited to the not-to-exceed prices guaranteed pursuant to the City’s Recycling Agreement, rates and charges approved by SWACO for the receipt of Solid Waste at the Franklin County Sanitary Landfill, and rates and charges approved by SWACO at any SWACO-contracted Yard Waste Facility. Separated Recyclable Materials and Yard Waste shall not be delivered to any landfill. All Collection Services performed by the Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

**3.2 Vehicles and Equipment.** The Contractor shall furnish all vehicles and equipment necessary to provide the Collection Services required under this Collection Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment. The Contractor shall keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times. All vehicles used by the Contractor for the collection of Solid Waste, Recyclable Materials and Yard Waste shall be enclosed, washed and cleaned, leak proof, rust-free, packer-type trucks equipped with a broom, shovel and rake. Other types of vehicles may be used only as approved by the City. All

vehicles shall be painted uniformly, and shall bear the Contractor's name, vehicle number and Contractor's telephone number. All vehicles and equipment may be inspected from time to time by the City to determine that they are clean, sanitary and in safe operating condition; however, such and inspection shall not constitute a representation by the City that the vehicles and equipment are safe. Any vehicles or equipment that, in the opinion of the City, are not clean, sanitary or in a safe operating condition shall be removed from service by the Contractor until such vehicles have been cleaned and/or repaired to the satisfaction of the City. Failure to comply with these standards constitutes grounds for termination of this Collection Agreement by the City.

- 3.3 Contractor's Office and Telephone.** The Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the City, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the City, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Contractor shall provide training in operation, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Recyclable Material Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a City- or Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the drive of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit receiving Recycling Services with one \_\_\_\_\_ container at no charge to the Resident. [The Contractor shall provide a second, like recycling container to each Residential Unit at no additional charge upon the request of a Resident of the City]. The Collection Contractor shall replace lost or damaged recycling collection containers at the request of a Resident or the City. [The Contractor may offer to sell or rent a [32, 64, or 96] gallon wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit A.]
- 3.7 Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide collection containers for Solid Waste and Yard Waste. In the event that the City does not supply collection containers to its Residents, the Contractor may offer to sell or rent a Recyclable Materials collection container to the Residents at

the price stated on Exhibit A. In the event a Resident chooses to purchase or rent a collection container from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection containers at the price and in the manner stated on Exhibit A. Cardboard containers shall be acceptable for bulky or loose materials. The Contractor may refuse to collect collection containers that are in excess of 50 pounds or cardboard containers that become wet, with the exception of City- or Contractor-provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags approved by the City and SWACO, or in containers clearly identified as containing Yard Waste.

- 3.8 Collection of Bulky Items Included.** Solid Waste shall include, and the Contractor shall collect, larger household objects including but not limited to furniture, appliances, carpet and padding, mattresses and box springs, child play equipment, fencing and Christmas trees, in one piece, on the regularly scheduled collection day from the usual point of pickup at a Residential Unit. The Contractor shall collect such items without additional charge; provided, however, that all appliances containing chlorofluorocarbon gas (CFC or Freon) shall be subject to the requirements of Section 3.9.
- 3.9 Collection of Chlorofluorocarbon (CFC) Appliances.** Appliances containing chlorofluorocarbon (CFC) shall be collected by the Contractor on the same day as the City-approved day for the collection of Solid Waste. In the event a CFC-containing appliance is placed for collection without proper certification of CFC removal attached, the Contractor shall arrange for the proper removal of all CFCs from such appliances in compliance with all applicable laws and regulations. Annually, or more frequently upon request of the City, the Contractor shall provide a written report to the City of the number of CFC-containing appliances collected by the Contractor, including the Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulation. The Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City shall not be responsible for the cost of CFC removal. In no event shall the Contractor's invoice to a Resident for the removal of CFC exceed the per appliance price as stated on Exhibit A.
- 3.10 Collection of Home Remodeling Construction and Demolition Debris.** The Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Contractor shall include such limitation in the Resident obligation notice mailed to the Residents.
- 3.11 Services at City Facilities.** The Contractor shall provide collection containers to the City at the location, number, container type, container size and day of collection as stated on **Exhibit E**, which is attached and incorporated by reference. The Contractor shall collect all Solid Waste and Recyclable Materials deposited in the collection containers on the collection day stated in Exhibit E. In the event that additional collections of the collection containers shown on Exhibit E are necessary, the Contractor shall collect such containers as requested by the City at no additional charge, provided that the City requests for additional collection are not greater than 4 in a calendar month. Within

reason, the number, sizes and locations of the collection containers are subject to change at the discretion of the City upon written notice to the Contractor.

- 3.12 Collection at Special Events and Minor Remodeling Projects of City Buildings.** The Contractor shall provide open roll-off containers of up to forty (40) yards capacity for Solid Waste and Recyclable Materials upon request of the City for Special Events, included on attached Exhibit E. The Contractor will provide open top roll-off containers up to thirty (30) yards capacity for two (2) additional special events per year, up to 2 pulls at the Special Events are requested by the City and collect the Solid Waste in such additional containers without additional charge. The Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any City Facilities, up to five (5) pulls per year without additional charge. Additional pulls may be requested at the price indicated on Exhibit A. Unless otherwise agreed to in writing, no additional fee shall be charge to the City for these services notwithstanding the frequency of collections that may be required at City Facilities or the volume or nature of the Solid Waste or Recyclable Materials collected.
- 3.13 Commercial Establishments Excluded.** This Collection Agreement does not require the Contractor to provide any services to commercial establishments within the City. The Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City Facilities and Residential Units.

#### **ARTICLE IV – CONTRACTOR’S CONDITIONS OF RESIDENTIAL UNIT COLLECTION**

- 4.1 Collection Routes and Day of Collection.** On or before \_\_\_\_\_, 2016, the Contractor shall furnish the City, for approval by the City: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste and their beginning and ending points; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City (collection of Residential Solid Waste and Recyclable materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City). The Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City-approved Collection Routes.
- 4.2 Holidays.** Holidays that may be observed by the Contractor include New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.

- 4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 6:00 a.m. and 6:00 p.m. on the day designated for collection. In the event the City notifies the Contractor that the Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City may, at the City's discretion, withhold two hundred dollars (\$200.00) per occasion from the monthly payment due to the Contractor, including the first three occasions, as provided in Section 6.1.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Contractor, at the Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City for approval by December 19, 2016. Subsequent notices shall be submitted to the City for approval not later than twenty (20) days prior to mailing to the Residential Units.
- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Contractor may provide optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit A. The City shall not be responsible for the cost of optional Carry-out Collection Service.
- 4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such

cleanup services using City employees or other contractors and withhold release of the monthly payment in accordance with Section 6.2.

- 4.8 Damage to Collection Containers.** The Contractor shall exercise due care to avoid damaging collection containers. The Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Contractor. The Contractor shall warrant that any Contractor-provided collection container shall be free from defects; and engineered to last for not less than ten (10) years. Any damaged or broken Contractor-provided collection containers shall be replaced by the Contractor, at the sole cost and expense of the Contractor.
- 4.9 Violation of Resident Obligations; Refusal to Collect.** Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste 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. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste 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 Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City with copies of all tags left at each Residential Unit pursuant to this section. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.
- 4.10 Conduct of Contractor's Employees.** The Contractor shall perform all Collection Services in compliance with federal, state and local laws and ordinances, including rules and regulations adopted by SWACO and the Franklin County District Board of Health. The Contractor's employees shall conduct themselves in a polite, courteous and helpful manner at all times and shall refrain from the use of loud or profane language. All employees shall wear a shirt or other appropriate clothing bearing the Contractor's company name in large type. The City may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City.
- 4.11 Daily Reports.** The Contractor shall report any Residential Units not placing collection containers on the collection day. This report shall be provided to the City at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident.
- 4.12 Contractor's Response to Complaints.** The City shall notify the Contractor of any complaints received regarding the Contractor's services or performance and suggest corrective measures. The Contractor shall, before 5:00 p.m. and before the last collection vehicle leaves the City at the end of the day of collection, contact the City to determine if any complaints have been received. The Contractor shall give prompt and courteous attention to all complaints, and in the case of missed collections, shall arrange for collection on the same day.

**ARTICLE V – PERFORMANCE ASSURANCE, BOND, INSURANCE AND  
INDEMNIFICATION**

- 5.1 Performance Assurance.** The Contractor shall immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days of such demand, shall submit to the City its written response to any such demand. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Contractor is in default of its obligations under this Collection Agreement, or take such other action the City deems necessary to assure that the Collection Services will be provided including the right to terminate this Collection Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Collection Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety acceptable to the City in all respects, or such other security acceptable to the City, in the amount of one hundred thousand dollars (\$100,000), and replaced, if necessary, during each new term of this agreement. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City accepts, in writing, a substitute surety.
- 5.3 Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Collection Services. The insurance coverage to be purchased and maintained by the Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City. The coverage and limits of such insurance are listed on Exhibit F, which is attached hereto and incorporated herein by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Collection Agreement.
- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to

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

**5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.

**5.6 Indemnification.** The Contractor shall save, indemnify and hold the City, its 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 Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:

- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use ; and
- (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

**5.7 Environmental Indemnification.** The Contractor shall save, indemnify and hold the City, its 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 contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's

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

- 5.8 Indemnity Not Limited.** In any and all claims against the City, its Council, 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.
- 5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.
- 5.10 Covenant Not to Sue.** During the term or any renewal term of this Collection Agreement, the Contractor shall not challenge, directly or indirectly, the City or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City.

#### **ARTICLE VI – BILLING, PAYMENT, ADJUSTEMENT OR REDUCTIONS TO PAYMENT**

- 6.1 Contractor Billings to City and City Payment.** The Contractor shall bill the City for the Collection Services within ten (10) days following the end of the month, and the City shall pay the Contractor on or before the thirtieth (30<sup>th</sup>) day following the end of such month. Such billing and payment shall be based on the prices and charges stated in Exhibit A, increased for additional services requested and approved by the City or reduced by the City as provided in this Collection Agreement. In the event the City reduces payment to the Contractor, in good faith and at its sole discretion, the City will provide a written explanation and reference to the authorizing provision of the Collection Agreement, including paragraphs 4.3, 4.7, and 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the City shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the City is under no obligation to accept the validity of any such dispute.

The Contractor shall be paid for the number of Residential Units within the City based on the records maintained by the Franklin County Auditor as those parcels are listed on the real property tax duplicate for Franklin County, subject to Section 6.3. As the number of Residential Units being serviced in the City increases or decreases, the Contractor and the City may adjust the number of Residential Units accordingly.

- 6.2 Deductions from Contractor's Invoice for Non-performance.** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected

within twenty-four (24) hours, the City may withhold from payment as provided in Section 6.1, calculated as follows: the lesser of twenty-five dollars (\$25.00) per Residential Unit or two hundred and fifty dollars (\$250.00) per street (no more than one mile in length). In the event the City performs cleanup services pursuant to Section 4.7, the City may withhold from payment one hundred dollars (\$100.00) per service call plus fifty dollars (\$50.00) per hour for cleanup services performed by the City. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.

- 6.3 Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City that Collection Service is not required at the unoccupied or vacant Residential Unit. The City shall notify the Contractor of the addresses of unoccupied or vacant Residential Units. The Contractor shall not invoice the Residential Unit for Collection Service during the period of time when a Residential Unit is unoccupied or vacant, and the Contractor has been duly notified.
- 6.4 Annual Review of Generation.** Annually at the request of the City or the Contractor, the Contractor and the City shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City and its Residents and delivered to the City-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials and/or Yard Waste, the Contractor and the City, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City.
- 6.5 Adjustment for Changes in Cost of Fuel.** Either the Contractor or the City may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City, will result in an adjustment to the Contractor's invoice received by the City. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25

per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, and so on).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on \_\_\_\_\_, 2016 (the Monday preceding the bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

To the extent that CNG vehicles are used for the Collection Services in the City, the Contractor shall apply the formula below for purposes of the fuel price adjustment, substituting the price of diesel fuel for the price of CNG fuel therein.

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents (\$.25) more or less per gallon from the base price. Each twenty-five cent (\$.25) incremental change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

M = total number of miles traveled by the Collection Contractor in one month for the City (including miles traveled on the collection route and trips to the Franklin County Sanitary Landfill, City Designated Recyclable Materials Facility, and City Designated Yard Waste Facility), divided by three (3) (the average number of miles per gallon for collection vehicles) multiplied by P, where P = Fuel Price Adjustment in \$.25 per gallon increments) divided by RU, where RU = the number of Residential Units.

$$\text{Per Residential Unit base-line charge} + \frac{M/3 \times P}{RU}$$

- 6.6 Permissible Pass-through Charges.** Any and all governmental fee increases incurred by the Collection Contractor for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the City-Designated Yard Waste Services Facility may be passed on by the Collection 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, Franklin County, or SWACO. Additionally, any increase in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be

passed on by the Collection Contractor. The Collection Contractor shall give the City and its Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference  $\div$  12

For Yard Waste Composting: (1/5) (per ton price difference)  $\div$  12

- 6.7 Data Collection and Quarterly Reporting.** The Contractor shall prepare and report the following data on the Collection Services provided by the Contractor on forms provided or approved by the City: (a) a record of the number of Residential Units within the City collected by the Contractor on each regular collection day; (b) a record of the total amount of Solid Waste, Recyclable Materials and Yard Waste collected within the City pursuant to this Collection Agreement that the Contractor delivers to the City-Designated Facilities specified in tons, for each day that such Solid Waste, Recyclable Materials or yard Waste is delivered to the City-Designated Facilities. Upon request of the City, the Contractor shall provide copies of weight receipts and invoices that the Contractor obtains from the City-Designated Facilities. The Contractor shall prepare such records and provide them to the City on not less often than a quarterly basis.

The Contractor shall also utilize the Re-TRAC™ data management system and report volumes collected of Solid Waste, Recyclable Materials and Yard Waste for the City for as long as SWACO pays any required dues or annual subscription fees for use of the system. The Contractor shall make such data available to the City or to SWACO in the manner and frequency as requested by either party.

- 6.8 Senior Citizen Discount.** If applicable, the Contractor shall provide Residents who are sixty-two (62) years of age or older and the head of household a discount of ten percent (10%) or one dollar and fifty cents (\$1.50), whichever is greater, off the per Residential Unit charge contained in attached Exhibit A. By agreement, either the City or the Contractor will maintain a list of Residents entitled to this discount, which list shall be provided upon request to the other party.

## **ARTICLE VII – BREACH, CURE, AND TERMINATION**

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City may terminate the Collection Agreement by providing notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure issue(s) identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Collection Agreement. Any

such termination shall not take effect until the City is able to secure alternate or substitute performance for the Collection Services. The City may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

- 7.2 Surety or City 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 this Collection Agreement. However, if the surety does not commence performance, the City 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 City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. Bona fide complaints are those that the City has investigated and determined to represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.
- 7.3 Termination for Change of Control of Contractor.** The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If, during the term of this Collection Agreement, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Collection 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 Collection Agreement until such time as the City is able to obtain alternate or substitute service.
- 7.4 Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City, the City may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Collection Agreement and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice of Award in the replacement Invitation to Bid.
- 7.5 Termination of City-Designated Facility Agreements.** The Contractor is required to deliver materials collected pursuant to the Collection Services to certain City-Designated Facilities. In the event of termination of an agreement with a City-Designated Facility, and until notification by the City of an alternative facility selected by the City, the Contractor shall be excused from delivering materials to the City-Designated Facility, and may deliver such materials to an alternate facility selected by the Contractor. Upon

the City's designation of an alternate facility, the Contractor shall deliver all applicable materials to the alternate City-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City-Designated Facility agreement shall be documented and provided to the City. Any additional reasonable costs as determined by the City incurred by the Contractor may be invoiced as an authorized increase in the price for that service on a per Residential Unit basis. In the event that any such increase in price requires that the City obtain competitive bids for the Collection Services, the Contractor shall continue to provide the Collection Services at the increased price as authorized until the City issues a Notice of Award under a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice of Award in the replacement Invitation to Bid.

### **ARTICLE VIII – MISCELLANEOUS PROVISIONS**

- 8.1 Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, to the attention of \_\_\_\_\_ (name and title), and to the City, to the attention of the Director of Service and Engineering, at their respective addresses set forth at the beginning of this Collection Agreement. Any change in address must be given in like manner.
- 8.3 Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach of this Collection Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.
- 8.4 Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties shall be bound by all remaining provisions. The parties shall negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.

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

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

**CITY OF WORTHINGTON, OHIO**

**CONTRACTOR**

By \_\_\_\_\_  
Matthew H. Greeson, City Manager

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_  
Pamela A. Fox, Director of Law

Review Set  
Not For Bidding

**EXHIBIT A**

(Signature block on last page)

**BASE BID FORM FOR COLLECTION SERVICES  
(Solid Waste, Recyclable Materials, Yard Waste)**

**FRIDAY COLLECTION BID (STATUS QUO):**

<b>Three Years, with 2 one-year options to extend (2017-2019, 2020, 2021)</b>	<b>Five Years (no extensions) (2017-2021)</b>
Per Residential Unit per month	Per Residential Unit per month
2017-2019     \$ _____ 2020             \$ _____ 2021             \$ _____	2017-2021     \$ _____

**ALTERNATE #1 (COLLECTION ON A DIFFERENT WEEKDAY OTHER THAN FRIDAY):**

**Day of Week Designated by Bidder for Collection Services:** \_\_\_\_\_

<b>Three Years, with 2 one-year options to extend (2017-2019, 2020, 2021)</b>	<b>Five Years (no extensions) (2017-2021)</b>
Per Residential Unit per month	Per Residential Unit per month
2017-2019     \$ _____ 2020             \$ _____ 2021             \$ _____	2017-2021     \$ _____

**BASE BID FORM FOR ADDITIONAL COLLECTION SERVICES**

<b>Three Years, with 2 one-year options to extend (2017-2019, 2020, 2021)</b>	<b>Five Years (no extensions) (2017-2021)</b>
Per Residential Unit per month surcharge for direct billing services *	Per Residential Unit per month surcharge for direct billing services *
2017-2019     \$ _____ 2020             \$ _____ 2021             \$ _____	2017-2021     \$ _____
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	Per appliance surcharge for Chlorofluorocarbon (CFC) removal
2017-2019     \$ _____ 2020             \$ _____ 2021             \$ _____	2017-2021     \$ _____
Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the Agreement)	Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the Agreement)
2017-2019     \$ _____ 2020             \$ _____ 2021             \$ _____	2017-2021     \$ _____
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the Agreement)	Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the Agreement)
2017-2019     \$ _____ 2020             \$ _____ 2021             \$ _____	2017-2021     \$ _____

\* The City does not bill its residents at this time but the Bidder shall indicate what the amount for billing services would be, should it become applicable.

**BASE BID FORM FOR OPTIONAL COLLECTION SERVICES**

<b>Three Years, with 2 one-year options to extend (2017-2019, 2020, 2021)</b>	<b>Five Years (no extensions) (2017-2021)</b>																																																
Per Residential Unit per month surcharge for the <b>Resident's Rental</b> of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers	Per Residential Unit per month surcharge for the <b>Resident's Rental</b> of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers																																																
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\*\* The Contractor may provide an optional add-on price to provide Carry-out Collection Service to any Residential Unit that requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

**ALTERNATE #2**

City Rental (or Purchase) of Recyclable Materials Collection Containers

<b>Three Years, with 2 one-year options to extend (2017-2019, 2020, 2021)</b>	<b>Five Years (no extensions) (2017-2021)</b>
Per Residential Unit per month surcharge for the <b>City's Rental</b> of 96 gal., 64 gal., and 32 gal. Recyclable Materials Collection Containers	Per Residential Unit per month surcharge for the <b>City's Rental</b> of 96 gal., 64 gal., and 32 gal. Recyclable Materials Collection Containers
96: \$ _____ 64: \$ _____ 32: \$ _____	96: \$ _____ 64: \$ _____ 32: \$ _____
Per Residential Unit per month surcharge for the <b>City's Purchase</b> of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers (amortized monthly over the length of the Agreement)	Per Residential Unit per month surcharge for the <b>City's Purchase</b> of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers (amortized monthly over the length of the Agreement)
96: \$ _____ 64: \$ _____ 32: \$ _____	96: \$ _____ 64: \$ _____ 32: \$ _____

Signature of Bidder:

CONTRACTOR \_\_\_\_\_

ADDRESS \_\_\_\_\_

By \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_

## **EXHIBIT B**

### **DEFINED TERMS**

**Bidder:** a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Invitation to Bid by the City.

**Bid Bond:** a bond insuring the City that the Successful Bidder will execute the agreements for the Collection Services substantially in the form provided in the Bid Documents.

**Bid Documents:** the documents prepared and furnished by the City inviting bids to obtain the Collection Services, including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

**Bid Form:** the exhibit to the agreement included in the Bid Documents upon which a Bidder shall submit its per Residential Unit per month bid price for Collection Services; its per Residential Unit per month bid price for direct billing services (as that may become applicable); the per Residential Unit per month bid price for optional Carry-Out Collection Services; the bid price for Chlorofluorocarbon (CFC) removal; the per pull charge for additional pulls of thirty (30) or forty (40) yard capacity open top roll-off containers; the per Residential Unit per month bid price for the purchase or rental of 96, 64, or 32 gallon collection containers by a Resident; and the alternate bid for the City's rental of 64 gallon (and other size) Recyclable Materials containers.

**Bid Process:** the bidding process for the Collection Services and other optional services of the City.

**Bulky Items:** any solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container). Examples include, but are not limited to, stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances.

**Carry-out Collection Services:** the collection of Solid Waste, Recyclable Materials and Yard Waste from any location other than defined as Curbside.

**City or the City of Worthington:** a political subdivision, located within the jurisdiction of the Solid Waste Authority of Central Ohio and engaging in a Bid Process to obtain Collection Services.

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

**City-Designated Facilities:** the facilities where all City-generated Solid Waste, Recyclable Materials and Yard Waste must be delivered.

Collection Agreement: the agreement for collection of Solid Waste, Recyclable Materials and Yard Waste by and between the Collection Contractor and the City.

Collection Contractor: the individual or entity selected by the City for the collection of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City.

Collection Services: the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste at Residential Units, Municipal Facilities and during Special Events within the City.

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials and Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is not curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street.

Disposal Service: the disposal of Solid Waste at the Franklin County Sanitary Landfill.

Effective Date: the date of the agreement for the Collection Services.

Invitation to Bid: the request of the City to secure the Collection Services.

Municipal Facilities: City-owned building, parks, and other locations.

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

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

Recyclable materials or Recyclables: Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials are identified in SWACO's Solid Waste Management Plan and include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers (food and beverage containers only), plastic containers (including plastics 1-7), wood packaging and pallets, lead-acid batteries, major appliances, electronic devices and Yard Waste.

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

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

Residential Unit or Units: all residential dwellings within the corporate limits of the City occupied by a family unit, including residences of three (3) units or less and single-family

condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

**Solid Waste Authority of Central Ohio, or SWACO:** the Board of Trustees of the Solid Waste Authority of Central Ohio with its principal offices located at 4239 London-Groveport Road, Grove City, Ohio 43123.

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

**Special Events:** Services provided to Municipal Facilities and during City-identified events.

**Successful Bidder:** The Bidder the City concludes has submitted the lowest price and best responsible bid for the Collection Services, receiving a final Notice of Award.

**Yard Waste or Source-Separated Yard Waste:** Solid Waste consisting of all garden residues, leaves, grass clippings, shrubbery and tree prunings less than one-quarter inch in diameter, and similar material.

**Yard Waste Services:** the acceptance and processing of Yard Waste by composting at a City-Designated Facility.

**EXHIBIT C**

**IMPLEMENTATION PLAN -- ATTACH**

Review Set  
Not For Bidding

**EXHIBIT D**

**PERFORMANCE BOND – ATTACHED**

Review Set  
Not For Bidding

## **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Collection Services Contractor (“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 in within the limits of Section 3929.02 of the Ohio Revised Code are held and firmly bound unto the City of Worthington (“Beneficiary”) in the sum of One Hundred Thousand Dollars (\$100,000), in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Agreement for the Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste dated \_\_\_\_\_, 2016 (the “Agreement”), a copy of which is hereto attached and made a part hereof, for the provision of Collection Services as that term is defined in the Agreement within the municipal boundaries of the Beneficiary.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the 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 each guaranty period, and if Principal shall satisfy all claims and demands incurred under such 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 Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect the Surety’s obligation on this Performance Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed, and these presents to be signed by their proper officers, on the \_\_\_ day of \_\_\_\_\_, 2016.

PRINCIPAL

\_\_\_\_\_  
By \_\_\_\_\_  
(Name) (Title)

SURETY

\_\_\_\_\_  
By \_\_\_\_\_  
(Name) (Title)

The foregoing Performance Bond is hereby approved:

CITY OF WORTHINGTON

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
Director of Finance

Approved as to Form:

By: \_\_\_\_\_  
Director of Law



**EXHIBIT F**

**INSURANCE COVERAGE LIMITS**

(Attach Certificate)

<b>Coverage</b>	<b>Minimum limits of liability, terms and coverage</b>
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employer's 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 City 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

**EXHIBIT F**  
(Continued)

**WORKERS' COMPENSATION CERTIFICATE - ATTACHED**

Review Set  
Not For Bidding