City of Dublin

Office of the City Manager
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Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager

Date: June 27, 2014

Initiated By: Megan O'Callaghan, Public Service Director
Beth Y. Lozier, Operations Administrator, Division of Streets and Utilities

Re: Resolution 64-14 – Authorizing the City Manager to Enter into Agreements with Rumpke of Ohio, Inc. for the Collection, Transportation, and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials, and Yard Waste Generated by Residential Units, Municipal Facilities, and During Special Events and Acceptance and Delivery and Processing of Recyclable Materials

Background

The current "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 Dublin, Ohio" was entered into with Rumpke of Ohio, Inc. in August of 2009. The term of the contract is for five years, beginning on January 1, 2010, and terminating on December 31, 2014.

As such, the Solid Waste Consortium ("Consortium") has been planning the procurement of collection services for solid waste, recyclable materials, and yard waste and processing services for recyclable materials since January of 2014. Attorneys from Eastman & Smith, Ltd. provide legal representation to the consortium. Legal fees are paid for by the Solid Waste Authority of Central Ohio (SWACO). Consortium members include: the City of Dublin along with the cities of Bexley, Gahanna, New Albany, Reynoldsburg, Westerville and Blendon, Mifflin, Plain, and Washington Townships. All these communities total approximately 55,800 residential units or households, with Dublin accounting for 13,228 as of the end of 2013.

In an attempt to more clearly understand the cost components of delivery of solid waste and the processing of recyclables, and obtain the lowest possible price for collection and the highest possible price for recyclables, services were bid in two ways. First, separate bids were solicited for recycling processing. Second, separate bids were solicited for collection services.

Bid Results

Recycling Services

Bids for recycling services were opened on March 18, 2014. Rumpke was the only bidder and bid $0.00 per ton processing of recyclables and offered a monetary revenue sharing incentive for all recyclable materials when Newspaper #8 reaches a certain price point in the resale marketplace. Although the incentive is for a 50/50 split of the resale value of tonnages of recyclable materials if the Newspaper #8 reaches or goes beyond the $125.00 per ton, the likelihood that prices reach that point during the contract period is low, as the price was $50-$55 per ton for the week of March 5, 2014. Level Five Recycling Solutions submitted a no-bid letter. Staff reviewed this bid and recommends Dublin enter into agreement with Rumpke for "Acceptance of delivery and processing of recyclable materials."

Collection Services

Bids for collection services were opened on May 20, 2014. Bidders had the choice of bidding: 1) "Status Quo"- which would maintain current service specifications; 2) "Automated Collection" - where each resident would receive wheeled carts for refuse and recycling; and 3) "Contractor-Designed" - which provided the bidder with the opportunity to propose variations and services. The Consortium received nine timely responses from four different vendors as follows:

- Status Quo – Republic Services, Inland Waste Solutions, and Rumpke
- Automated Collection – Rumpke
- Contractor-Designed – one from Republic Services, two from Rumpke, one from Inland Waste Solutions, and one from Local Waste Services

The bid process was successful in attracting multiple bidders. The Consortium met on June 2, 2014 to review and discuss the bids and followed up with additional communications via email and phone conference. The most competitive bids for each option propose lower per household prices than Dublin's current per household price of $17.03 per month, which includes a $0.54 fuel surcharge. Rumpke's bids were considered low and evaluated by each of the participating communities.

The following chart summarizes the various bids and associated service options.

Table Summarizing Low Bids by Option

	Current	**Status Quo**	**Automated Collection**	**Contractor Designed "A"**	**Contractor Designed "B"**
Refuse Collection Day	*Wednesday*	Wednesday	Wednesday	Proposed as Wednesday, Dublin would accept Monday	Wednesday
Refuse Collection Container Size	*Resident Provided* *35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)*	*Resident Provided* *35 gallon (Pilot area exception: 1250 residents have Dublin provided containers, majority are 64 gallon, wheeled, attached lid)*	Rumpke Provided Resident choice of 95, 65 or 35 gallon, wheeled, attached lid	Rumpke Provided Resident choice of 95, 65 or 35 gallon, wheeled, attached lid	Rumpke Provided Resident choice of 95, 65 or 35 gallon, wheeled, attached lid

Recycling Collection Day	*Wednesday*	Wednesday	Wednesday	Proposed as Wednesday, Dublin would accept Monday	**Every Other** Wednesday
Recycling Container Size	*Dublin Provided* *Majority 64 gallon, wheeled, attached lid*	Dublin Provided Majority 64 gallon, wheeled, attached lid	Rumpke Provided 95 gallon, wheeled, attached lid standard, residents may request 65 or 35 gallon	Rumpke Provided 95 gallon, wheeled, attached lid standard, residents may request 65 or 35 gallon	Rumpke Provided 95 gallon, wheeled, attached lid standard, residents may request 65 or 35 gallon
Yard Waste Collection Day	*Monday*	Monday	Wednesday	Proposed as Wednesday, Dublin would accept Monday	Wednesday
Bulk Collection	*Unlimited - Wednesday*	Unlimited - Wednesday	Unlimited - Wednesday	Unlimited - Proposed as Wednesday, Dublin would accept Monday	Unlimited - Wednesday
Type of Trucks	*Diesel*	Diesel	Compressed Natural Gas	Compressed Natural Gas	Compressed Natural Gas
3 Year per Household Bid Price Per Month* (citywide/ year)	*n/a*	$15.53 ($2,451,336)	$14.46 - $16.01 ($2,376,348)	$14.42 - $15.96 ($2,360,016)	$13.45 - $14.99 ($2,214,516)
5 Year per Household Bid Price Per Month* (citywide/ year)	*$17.03 ($2,689,080)*	$16.00 ($2,525,496)	$14.95 - $16.50 ($2,453,028)	$14.91 - $16.45 ($2,445,276)	$13.91 - $15.45 ($2,434,872)
Recycling Rebate	*n/a*	n/a	n/a	$2.00 - $4.00 per ton based on sliding scale	$2.00 - $4.00 per ton based on sliding scale

* 3 and 5 Year per Household Bid Prices for all Options include fuel surcharges, landfill fees and senior discounts of 10%.

Staff determined Rumpke's Contractor-Designed bid "A" is the lowest and best bid. The bid price varies, depending upon the size of solid waste collection container utilized. That is, the bid price for a 35-gallon solid waste collection container is $14.42 per household per month; $14.97 for a 65- gallon solid waste collection container; and $15.96 for a 95-gallon solid waste collection container. Based on current container sizes, this would equate to an estimated $2,360,016 per year citywide, which is nearly a 12% decrease from the current contract price. This bid also provides for a rebate for increased recycling, based on a sliding scale.

With regard to service specifications, Rumpke's Contractor-Designed bid "A" provides:

- A choice of three different sizes of refuse and recycling wheeled carts with lids;
- All collection services will be performed on the same day;
- Rumpke will utilize Compressed Natural Gas (CNG) trucks.

As a part of Rumpke's bid, it was proposed that Dublin's collection day for refuse, recycling, and yard waste would be Wednesday. Since Wednesday was merely a proposal, Consortium discussions indicate if Dublin were to accept Rumpke's Contractor-Designed bid "A" -- so long as Dublin's service day for refuse, recycling, and yard waste is Monday -- Rumpke will make every effort to accommodate the days of service as proposed by the Consortium. It is important to note that acceptance of this bid will result in a few noticeable service changes, including Rumpke provided refuse and recycling containers, collection day, and type of collection trucks.

Since there are many factors associated with each bid option including price, day of week of collection, recycling incentives, fuel efficiency of service trucks and uniformity, type, and size of containers, staff previously requested Council refer the matter to the Public Services Committee of Council for consideration. City Council referred this matter to the Public Services Committee and the Committee met on June 23, 2014 to review and discuss the bid options. The Public Services Committee supports staff's recommendation of Rumpke's Contractor Designed bid "A" -- so long as Dublin's service day for refuse, recycling, and yard waste is Monday.

Recommendation

Staff recommends Council approval of Resolution 64-14, authorizing the City Manager to enter into two separate agreements for terms of three years with the possibility of two extension years with Rumpke for: 1) collection, transportation, and delivery for disposal or processing of solid waste, recyclable materials, and yard waste generated by residential units, municipal facilities, and during special events; and 2) acceptance of delivery and processing of recyclable materials.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 64-14 Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH RUMPKE OF OHIO, INC. FOR THE COLLECTION, TRANSPORTATION, AND DELIVERY FOR DISPOSAL OR PROCESSING OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE GENERATED BY RESIDENTIAL UNITS, MUNICIPAL FACILITIES, AND DURING SPECIAL EVENTS AND ACCEPTANCE OF DELIVERY AND PROCESSING OF RECYCLABLE MATERIALS.

WHEREAS, the City of Dublin's current contract agreement for solid waste services expires on December 31, 2014; and

WHEREAS, pursuant to Section 715.43 of the Ohio Revised Code, the City may 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 and generated at residential units, municipal facilities, and during special events located 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 processing of all recyclable materials generated at residential units, municipal facilities, and during special events located within the City; and

WHEREAS, on February 19, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("SWACO") ("2014 Consortium"), invited through advertisement qualified providers of the Recycling Services to submit bids to provide such Recycling Services on the terms and conditions contained in a proposed Recycling Services Agreement, attached hereto as Exhibit A; and

WHEREAS, on April 16, 2014, the City, as part of a Joint Bid Process with several communities located within the jurisdiction of SWACO, invited through advertisement qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained in a proposed Collection Services Agreement, attached hereto as Exhibit B; and

WHEREAS, on March 18, 2014, Rumpke of Ohio, Inc. ("Rumpke") submitted a bid to become the sole provider of Recycling Services and on May 20, 2014, Rumpke submitted a bid to become the sole provider of Collection Services for the benefit of the City and its Residents; and

WHEREAS, after the official opening of the bids on March 18, 2014 and May 20, 2014 by the 2014 Consortium and consideration of all bids for Recycling Services and Collection Services, the City has determined that Rumpke has submitted the lowest and best bid for the project and that said company shall be awarded three-year contracts with the possibility of two extension years; and

WHEREAS, the City and Rumpke intend to negotiate and agree upon final terms and conditions for performance of the Collection Services and Recycling Services substantially in conformance with the Agreements included in the Bid Documents for the collection, delivery for disposal or processing of all Solid Waste, Recyclable Materials and Yard Waste and processing of all Recyclable Materials generated by Residential Units, Municipal Facilities, and during Special Events in Dublin; and

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, _____ of its elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into a Recycling Services Agreement with Rumpke that is substantially in accordance with the Recycling Services Agreement as included in the Bid Documents, for a term of three years with the possibility of two extension years at the bid price of $0.00 per ton per ton for the processing of Recyclable Materials, effective January 1, 2015; and

Section 2. The City Manager is hereby authorized to enter into a Collection Services Agreement with Rumpke that is substantially in accordance with the Collection Agreement as included in the Bid Documents so long as Dublin's Service Day is Monday, for a term of three years with the possibility of two extension years at the base bid prices of $14.42 for a 35 gallon solid waste collection container, $14.97 for a 65 gallon solid waste collection container, and $15.96 for a 95 gallon solid waste collection container per residential unit per month for the collection of Solid Waste, Recyclable Materials and Yard Waste, effective January 1, 2015; and

Section 3. The City Manager is hereby authorized to reject all other bids; and

Section 4. All formal actions of the City Council and the City of Dublin, Ohio concerning and relating to the adoption of this Resolution were so adopted in an open meeting in compliance with all legal requirements, including Ohio Revised Code §121.22.

Section 5. That this Resolution shall take effect upon passage in accordance with Section 4.04(a) of the Revised Code.

Passed this _____ day of _____, 2014.

_____
Mayor - Presiding Officer

ATTEST:

_____
Clerk of Council

AGREEMENT FOR THE ACCEPTANCE AND PROCESSING OF RECYCLABLE MATERIALS GENERATED IN AND COLLECTED FROM THE CITY / TOWNSHIP OF _____, OHIO

THIS AGREEMENT for the acceptance and processing of Recyclable Materials generated in and collected from within the City/Township of _____, Ohio ("Agreement" or "Recycling Services Agreement") entered into this _____ day of _____2014, is by and between the City/Township of _____, Ohio ("City/Township"), with its offices located at _____ (address), and _____ ("Contractor"), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at_____ (address).

RECITALS

WHEREAS, pursuant to Section 715.43 and Section 3707.43 or Section 505.27 of the Ohio Revised Code, the City/Township may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City/Township; and

WHEREAS, the City/Township has determined that it is in the best interests of the City/Township and its Residents that the City/Township arrange for the guaranteed acceptance and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City/Township from a single Contractor on an exclusive basis ("Recycling Services"); and

WHEREAS, on February 19, 2014 and on February 26, 2014, the City/Township, as part of a Joint Bidding Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2014 Solid Waste Consortium"), invited through advertisement in the Columbus Dispatch (or Daily Reporter) qualified providers of the Recycling Services to submit bids to provide Recycling Services on the terms and conditions contained herein; and

WHEREAS, the Contractor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as _____, and located at _____ ("Identified Facility"); and

WHEREAS, the Contractor submitted a Bid to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities and during Special Events located within the City/Township; and

WHEREAS, the City/Township has accepted and awarded a separate contract to a Collection Contractor, for the collection, transportation and delivery of all Recyclable Materials

generated at Residential Units and Municipal Facilities and during Special Events located within the City/Township; and

WHEREAS, in reliance upon the Contractor's Bid, the City/Township requires that the Collection Contractor deliver all Recyclable Materials to the Contractor's Identified Facility for processing by the Contractor; and

WHEREAS, the City/Township desires to accept the Contractor's Recycling Services Bid and engage the Contractor to be the sole provider of Recycling Services; and

WHEREAS, pursuant to the Collection Agreement, the Collection Contractor will accept payment, if any, on behalf of the City/Township from the Contractor for the acceptance and processing of Recyclable Materials in such amounts as provided in the Bid Form attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City/Township and the Contractor each represents that it has the authority to execute this Agreement for the Recycling Services.

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

ARTICLE I - DEFINITIONS

The capitalized terms used herein shall be defined in Exhibit B, which is attached and incorporated.

ARTICLE II - TERM

2.1 **Term**. The term of this Agreement shall be for _____(__) years, beginning on January 1, 2015 and terminating on December 31, 20__.

2.2 **Renewal Terms**. This Agreement may be renewed for up to two (2) additional consecutive terms of up to one (1) year each upon agreement of the parties and upon such terms and conditions as the parties mutually agree, at a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A. (NOTE: only included if a 3-year contract term)

ARTICLE III – CONTRACTOR'S OBLIGATIONS

3.1 **Recycling Services**. The Contractor agrees to accept any and all Recyclable Materials identified on the Bid Form, attached hereto and incorporated herein as Exhibit A, generated and collected from within the City/Township and delivered to the Contractor's Identified Facility by the City/Township's Collection Contractor, the City/Township or its Residents during the term and any renewal term of this Agreement. The Contractor shall make such

Recycling Services available to the Collection Contractor between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, and between the hours of 7:00 am and 12:00 p.m. on Saturdays, exclusive of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

3.2 **Charges for Recycling Services**. The Contractor agrees that it shall charge zero dollars ($0.00) per ton, or pay to the Collection Contractor a price in accordance with the amount provided in the Bid Form, attached hereto and incorporated herein as Exhibit A, measured on a per ton basis or fraction thereof of Recyclable Materials delivered to the Identified Facility by Collection Contractor, the City/Township or its Residents ("Contractor Charge"). The Contractor shall pay the Contractor Charge, or any other agreed amounts, to the Collection Contractor in accordance with the Contractor's standard policy or upon such other basis as the Contractor and the Collection Contractor shall mutually agree, with approval by the City/Township.

3.3 **Recyclable Materials.** The Contractor shall accept and process for recycling a single stream of commingled Source-Separated Recyclable Materials, including all materials identified by the Contractor on the Bid Form attached hereto and incorporated herein as Exhibit A. As markets and technologies change, specific materials may be added to or deleted from the list of Recyclable Materials upon mutual agreement of the parties; provided, however, the Contractor shall accept and process for recycling not less than seven (7) Recyclable Materials. The Contractor shall advise the City/Township of any request to alter the list of Source-Separated Recyclable Materials accepted and processed by the Contractor as identified by the Contractor on the Bid Form attached hereto and incorporated herein as Exhibit A, and the City/Township's permission must be granted to alter same.

3.4 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto and incorporated herein as Exhibit C, executed by a duly authorized surety, acceptable to the City/Township in all respects, or such other security acceptable to the City/Township, in the amount of twenty-five thousand dollars ($25,000.00).

3.5 **Performance Assurance.** The Contractor shall immediately report to the City/Township any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill its obligations. If upon receipt of such report or upon the City/Township's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the City/Township shall have the right to demand adequate assurances from the Contractor that the Contractor is able to continue to perform. Within fourteen (14) days of reading such demand, the contractor shall submit to the City/Township its written response. In the event that the City/Township, in good faith, does not agree that the Contractor's response provides adequate assurance of future performance to the

City/Township and its Residents, the City/Township may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Contractor is in default of its obligations under this Agreement or take such other action the City/Township deems necessary to assure that the Recycling Services will be provided to the City/Township and its Residents.

3.6 **Notice Requirement**. The Contractor shall immediately notify the City/Township of any problem or dispute, including payment, which the Contractor has with the Collection Contractor. The Contractor shall not refuse to accept any Recyclable Materials collected from within the City/Township delivered by the Collection Contractor for processing unless and until the City/Township has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.

3.7 **Environmental Indemnification**. The Contractor shall save, indemnify and hold the City/Township, its members of council, employees, agents, officers and consultants (each a "City/Township 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 City/Township Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any City/Township Indemnitee shall promptly notify 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 3.7 shall survive expiration or earlier termination of this Agreement.

3.8 **Employment Practices.** The Contractor agrees that the Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.

3.9 **Compliance with Applicable Laws.** The Contractor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, including but not limited to the rules and regulations of the Solid Waste Authority of Central Ohio and the Franklin County District Board of Health, which may apply to the performance of the Recycling Services.

3.10 **Volume of Generation.** The Contractor acknowledges that the 2014 Solid Waste Consortium members make no commitment that any specific amount of Recyclable Materials will be available for processing.

ARTICLE IV – MISCELLANEOUS

4.1 **Bid Forms.** The Bid Form attached as Exhibit A is hereby incorporated. In the event of any conflict between the Bid Forms and a provision of this Agreement, this Agreement shall control.

4.2 **Entire Agreement**. This Agreement and the incorporated Bid Form represent the entire agreement of the parties and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

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

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

4.5 **Applicable Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.

4.6 **Unenforceable Provision**. If any provision of this Agreement is determined by a court of law to be unenforceable, such provision shall be deemed stricken. The parties agree to remain bound by all remaining provisions and to negotiate in good faith a replacement for any stricken provision.

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

4.8 **Rights or Benefits**. Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City/Township and the Contractor and all duties and responsibilities undertaken are for the sole and exclusive benefit of the City/Township and the Contractor and not for the benefit of any other party.

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

THE CITY/TOWNSHIP OF
_____, OHIO:

_____
(Signature)

_____
(Printed Name)

_____
(Title)

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

(SEAL)

ATTEST:

_____
(Notary Signature)

_____
(Printed Name)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Street Address)

_____
(City/State/Zip)

EXHIBIT A

BID FORM FOR PROCESSING OF RECYCLABLE MATERIALS

Three Years (with possible +1, +1 year extension)	**Five Years**
Per ton bid price for processing of Recyclable Materials*	Per ton bid price for processing of Recyclable Materials*
2015-2017 $ _____ 2018 $_____ 2019 $_____	2015-2019 $ _____

* If compensation is proposed as an incentive to share Recyclable Materials revenues with the Participating Communities, please express the dollar amount as a positive per ton amount to be paid to the Participating Communities, indicated with a (+) sign. If an alternative revenue-sharing proposal is offered, for example, such as compensation to the Participating Communities if sales of Recyclable Materials reach a certain price point on the open market, please include complete details of any such proposal on a separate page.

Please circle AT LEAST seven (7) of the following materials that Bidder intends to process: plastic containers (including plastics 1-7), corrugated cardboard, office paper, newspaper, glass containers, steel containers, aluminum containers (food and beverage containers only), lead acid batteries, major appliances, or wood packaging and pallets.

Bids for Processing of Recyclable Materials are due March 18, 2014.

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 or requests for proposals by the Participating Communities.

Bid Bond: a bond insuring the Participating Communities that the Successful Bidder will execute the agreements for the Recycling Services substantially in the form provided in the Bid Documents.

Bid Documents: the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling 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 Recycling Services Agreement included in the Bid Documents upon which a Bidder shall submit its bid price for the acceptance and processing of Recyclable Materials.

Bid Process: the bidding process for the Recycling Services designed by the Participating Communities.

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

Effective Date: the date of last execution of the Recycling Services Agreement.

Identified Facility: the facility or location where all Recyclable Materials generated in the Participating Communities must be delivered upon commencement of Recyclable Services Agreement.

Invitation to Bid: the request of the Participating Communities to secure the Recycling Services.

Legitimate Recycling Facility: an engineered facility or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%) of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

Municipal Facilities: City or Township owned buildings, parks, and/or other locations which

may be a source of City or Township generated Recyclable Materials.

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

Participating Communities: the Cities of Bexley, Dublin, Gahanna, New Albany, Reynoldsburg and Westerville, and the Townships of Blendon, Mifflin, Plain and Washington.

Performance Bond: the bond insuring performance of the Recycling 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 include, but are not limited to: plastic containers (including plastics 1-7), corrugated cardboard, office paper, newspaper, glass containers, steel containers, aluminum containers (food and beverage containers only), lead acid batteries, major appliances, or wood packaging and pallets.

Recycling Services Agreement, Recycling Agreement, or Agreement: agreement establishing where all Source-Separated Recyclable Materials shall be delivered for Recycling Services by and between the provider of Recycling Services and the Participating Communities.

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

Residential Unit or Units: all residential dwellings within the corporate limits of the Participating Communities 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: special, limited time duration City or Township events during which Recyclable Materials are collected; for example, an annual festival or weekend clean-up event.

Successful Bidder: the Bidder that the Participating Communities conclude has submitted the lowest price and best bid for the Recycling Services, receiving a final Notice of Award.

EXHIBIT C

PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Recycling Services Provider ("Principal") and _____[insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City/Township of _____ ("Beneficiary") Beneficiary in the sum of **twenty-five thousand dollars ($25,000.00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2014, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials generated within and by Residential Units and Municipal Facilities within the municipal boundaries of the Beneficiary and during certain Special Events conducted within the Beneficiary.

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

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Recycling Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Recycling Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2014, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____ (Principal)		_____ (Surety)	
_____ (Principal Secretary)	By:_____	_____ (Surety Secretary)	By:_____
(SEAL)		(SEAL)	
_____ (Witness as to Principal)	_____ (Address)	_____ (Witness as to Surety)	_____ (Attorney-In-Fact)
_____	_____ (Address)	_____ (Address)	_____ (Address)
		_____ (Address)	_____ (Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

_____
(Corporate Seal)

AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OR PROCESSING OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS AND YARD WASTE GENERATED WITHIN THE CITY / TOWNSHIP OF _____, 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/Township of _____, Ohio (the "Collection Agreement") entered into this ___ day of _____, 2014, is by and between the City/Township of _____, Ohio (the "City/Township"), with its offices located at _____ (address), and _____ (Collection Contractor), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio _____.

RECITALS

WHEREAS, pursuant to Sections 715.43 and 3707.43 or Section 505.27 of the Ohio Revised Code, the City/Township may enter into written contracts with independent contractors to establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials and Yard Waste, generated within the City/Township; and

WHEREAS, the City/Township has determined that it is in the best interests of the City/Township and its Residents that the City/Township 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/Township Facilities and during Special Events located within the City/Township from a single Collection Contractor on an exclusive basis ("Collection Services"); and

WHEREAS, on April 16, 2014, and on April 23, 2014, the City/Township, as part of a Joint Bid Process with several communities located within the jurisdiction of the Solid Waste Authority of Central Ohio ("2014 Solid Waste Consortium"), invited through advertisement in The Daily Reporter qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

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

WHEREAS, following the May 20, 2014 official opening of the bids by the 2014 Solid Waste Consortium and consideration of bids for Collection Services, the City/Township determined that the Collection Contractor is qualified to provide the Collection Services to the City/Township and approved the award of the Collection Agreement to the Collection Collection Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill or an in-district transfer station owned and operated by the Solid Waste Authority of Central Ohio ("SWACO"); the City/Township has selected _____ (name) to provide Recycling Services, so Recyclable Materials shall be delivered to _____ (address); and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

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

WHEREAS, the City/Township and the Collection Contractor have agreed on terms and conditions for the Collection Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the City/Township and the Collection 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 Collection Contractor Status**. The City/Township hereby authorizes the Collection Contractor, and the Collection Contractor hereby accepts such authorization, on an exclusive basis and as an independent Collection Contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City/Township Facilities and during certain Special Events within the City/Township to the Designated Facilities. No other independent Collection Contractor or other person or entity shall provide the services agreed to in this Collection Agreement during the term of this Collection Agreement.

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, 2015, and terminating on _____ (date).

2.3 **Renewal Terms**. If the initial term is for three (3) years, 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 Forms, attached as Exhibit A.

2.4 **Implementation Plan.** From and after the Effective Date, the Collection Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as Exhibit C and incorporated by reference, have been met. The Collection 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; (b) that Collection Contractor's employees have completed training and driven the City/Township-approved collection routes; (c) that City/Township-approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Collection Contractor-provided collection containers is complete; and (e) that the Collection Contractor has delivered to the City/Township proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which are attached as Exhibits D, F, and G, and incorporated by reference. Finally, the Collection 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 Collection Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE COLLECTION CONTRACTOR

3.1 **Delivery to City/Township-Designated Facilities**. The Collection Contractor shall provide regular weekly collection of Solid Waste, Recyclable Materials and Yard Waste from each Residential Unit, City/Township Facilities and during Special Events located within the City/Township. All Solid Waste, Recyclable Materials and Yard Waste generated at each Residential Unit shall be collected by the Collection Contractor, provided the Resident places such items in the manner specified in the City/Township-approved written notice specified in Section 2.4 and Section 4.4. The Collection Contractor shall collect, transport and deliver all: (a) Solid Waste to the Franklin County Sanitary Landfill or to an in-district Transfer Station operated by SWACO; (b) Recyclable Materials to the City/Township Designated Facility for Recyclable Materials; and (c) Yard Waste to any facility that has a contract to process Yard Waste with SWACO. The Collection Contractor shall pay to the owner or operator of the City/Township-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 Collection Contractor and delivered to the City/Township-Designated Facilities. The charge by the City/Township-Designated Facilities shall be limited to the not-to-exceed prices guaranteed pursuant to the City/Township'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 Collection

Contractor pursuant to this Collection Agreement shall be performed in a competent and workmanlike manner.

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

3.3 **Collection Contractor's Office and Telephone**. The Collection 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/Township, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City/Township. Provided that the City/Township approves, email may also be utilized to address complaints. The Collection Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.

3.4 **Collection Contractor Ability to Communicate with Vehicles in the Field**. The Collection Contractor shall maintain two-way radio or cellular telephone or texting service with the drivers of all vehicles used to provide Collection Services within the City/Township, so that the Collection Contractor may communicate with the drivers in order to expedite the Collection Contractor's response to complaints regarding the Collection Services.

3.5 **Employee Training.** The Collection Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.

3.6 **Recyclable Materials Collection Containers.** The Collection Contractor shall collect all Recyclable Materials from each Residential Unit from a City/Township or Collection 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 driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Collection Contractor shall provide each Residential Unit with one (1) eighteen (18) gallon lidded recycling container at no additional charge. The Collection Contractor shall provide a second, like recycling container to each Residential Unit at no additional charge upon the request of a Resident. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Collection 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/Township does not supply collection containers to its Residents, the Collection Contractor may offer to sell or rent a collection containers 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 Collection Contractor, the Collection Contractor shall bill the Resident directly for the use of such Collection Contractor-provided collection containers at the price and in the manner stated on the Exhibit A. Cardboard containers shall be acceptable for bulk or loose materials. The Collection 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/Township or Collection Contractor provided collection containers. Yard Waste shall be placed for collection in Yard Waste bags approved by the City/Township and SWACO, or in containers clearly identified as containing Yard Waste.

ALTERNATIVE CONTRACT LANGUAGE, IF APPLICABLE

3.6/ 3.7 **Collection Containers.** The Contractor shall provide each Residential Unit with one (1) ninety-six (96) gallon wheeled collection container for Solid Waste. The Contractor shall collect Solid Waste from each Residential Unit from the Contractor–provided collection container for Solid Waste. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. The Contractor may offer to rent additional wheeled collection container(s) for Solid Waste to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Solid Waste collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. In no event will the City/Township be responsible for such additional charge.

If a Residential Unit requests a smaller Solid Waste collection container prior to or at any time after the initial delivery of a ninety-six (96) gallon collection container, the Contractor shall provide such smaller collection container to the Residential Unit at the bid price stated on Exhibit A.

The Contractor shall also provide each Residential Unit with one (1) sixty-four (64) gallon wheeled collection container for Recyclable Materials. The Contractor shall

collect Recyclable Materials from each Residential Unit from the Contractor–provided collection container for Recyclable Materials. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident. If a Residential Unit requests a smaller or larger Recyclable Materials collection container at any time after the initial delivery of a sixty-four (64) gallon collection container, the Contractor shall provide such smaller or larger collection container upon request at no additional charge to the Residential Unit.

The Contractor may offer to rent additional wheeled collection container(s) for Recyclable Materials to Residents at the price stated on Exhibit A. In the event a Resident chooses to rent additional Recyclable Materials collection container(s) from the Contractor, the Contractor shall bill the Resident directly for the use of such Contractor-provided collection container(s) at the price stated on Exhibit A. In no event will the City/Township be responsible for such additional charge.

Solid Waste collection containers and Recyclable Materials collection containers must be differentiated in a manner which renders the collection containers easily distinguishable.

Yard Waste shall be placed for collection in Yard Waste bags approved by the City/Township and SWACO, or in containers clearly identified as containing Yard Waste.

3.8 **Collection of Bulk Items Included**. Solid Waste shall include, and the Collection 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 Collection Contractor shall collect such items without additional charge. 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 Collection Contractor on the same day as the City/Township-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 Collection 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/Township, the Collection Contractor shall provide a written report to the City/Township of the number of CFC-containing appliances collected by the Collection Contractor, including the Collection Contractor's certification that the removal of CFC was performed in compliance with all applicable laws and regulations. The Collection Contractor shall invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC. The City/Township shall not be responsible for the cost of CFC removal. In no event shall the Collection 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 Collection Contractor may limit the collection to minor home remodeling projects only. If such a limit is to be imposed, the Collection Contractor shall include such limitation in the Resident obligation notice mailed to the Residents City/Township.

3.11 **Services at City/Township Facilities**. The Collection Contractor shall provide collection containers to the City/Township 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 Collection 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 Collection Contractor shall collect such containers as requested by the City/Township at no additional charge, provided that City/Township requests for additional collection are not greater than four (4) in a calendar month. Within reason, the number, sizes and locations of the collection containers are subject to change in the discretion of the City/Township upon written notice to the Collection Contractor.

3.12 **Collection at Special Events and Minor Remodeling Projects of City/Township Buildings**. The Collection Contractor shall provide open top roll-off containers of up to forty (40) yards capacity for Solid Waste and Recyclable Materials upon request of the City/Township for Special Events, included on attached Exhibit E. The Collection Contractor will provide open top roll-off containers of up to thirty (30) yards capacity for two (2) additional special events per year as requested by the City/Township, and collect the Solid Waste in such additional containers without additional charge. The Collection Contractor shall provide open top roll-off containers and of up to thirty (30) yards capacity for the minor remodeling of any City/Township Facility, 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 in writing, no additional fee shall be charged to the City/Township for these services notwithstanding the frequency of collections that may be required at City/Township 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 Collection Contractor to provide any services to commercial establishments within the City/Township, unless the City/Township has made the determination that the commercial establishment is a Residential Unit Equivalent, or except as provided for under Exhibit E hereto. The Collection Contractor may, in its sole discretion, enter into private contracts to provide services to commercial establishments, not defined as City/Township Facilities, Residential Units, or Residential Unit Equivalents.

ARTICLE IV — COLLECTION CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

4.1 **Collection Routes and Day of Collection**. On or before **October 15, 2014**, the Collection Contractor shall furnish the City/Township, for approval by the

City/Township: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, their beginning and ending points, and number of Residential Units per route; (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City/Township (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Collection Contractor and approved by the City/Township.) The Collection Contractor shall not change the day of collection without written approval by the City/Township. In the event such a change is approved by the City/Township, written notice of such approved change must be provided to each affected Residential Unit at least ten (10) days prior to the new collection day. The City/Township retains the right to adjust the collection routes submitted by the Collection Contractor to provide for public convenience and safety. The Collection Contractor shall perform the Collection Services using the final City/Township-approved Collection Routes.

4.2 **Holidays**. Holidays that may be observed by the Collection 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 Collection 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 7:00 a.m. and 7:00 p.m. on the day designated for collection. In the event the City/Township notifies the Collection Contractor that the Collection 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/Township may, at the City/Township's discretion, withhold or invoice two hundred dollars ($200.00) per occasion from the quarterly payment due to Collection Contractor, including the first three occasions, from the quarterly release of funds held by the Collection Contractor as provided in 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 Collection Contractor, at the Collection 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/Township and the Collection 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/Township for approval by **October 15, 2014**. Subsequent notices shall be submitted to the City/Township 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 Collection 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/Township or the Collection 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 Collection Contractor shall 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/Township 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 Collection Contractor shall immediately pick up or sweep up any materials that the Collection Contractor spills during collection. The Collection 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 Collection Contractor fails to adequately perform a cleanup required pursuant to this section, the City/Township shall have the right to perform such cleanup services using City/Township employees or other Collection Contractors and withhold release of quarterly payment in accordance with Section 6.2.

4.8 **Damage to Collection Containers**. The Collection Contractor shall exercise due care to avoid damaging collection containers. The Collection Contractor shall make a like kind replacement of collection containers that it has substantially damaged through the negligence of the Collection Contractor. The Collection Contractor shall warrant that any Collection Contractor–provided collection container shall be free from defects and engineered to last for not less than ten (10) years. Any damaged or broken Collection Contractor–provided collection containers shall be replaced by the Collection Contractor, at the sole cost and expense of the Collection 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 Collection Contractor to each Residential Unit, the Collection 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 Collection Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the

Resident of the reasons for the Collection Contractor's refusal to collect the materials. The Collection Contractor shall provide the City/Township with copies of all tags left at each Residential Unit pursuant to this section, or other such notification as agreed to between the City/Township and the Collection Contractor. The Collection 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/Township and the Residents receiving the Collection Services.

4.10 **Conduct of Collection Contractor's Employees.** The Collection 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 Collection 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 Collection Contractor's company name in large type. The City/Township may request transfer of any employee who performs his or her duties in a manner that is unsatisfactory to the City/Township.

4.11 **Daily Reports.** The Collection Contractor shall report any Residential Units not placing collection containers on the collection day to the City/Township. This report shall be provided to the City/Township at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Collection Contractor and the City/Township may agree to utilize a different procedure, provided such agreement is in writing.

4.12 **Collection Contractor's Response to Complaints**. The City/Township shall notify the Collection Contractor of any complaints received regarding the Collection Contractor's services or performance and suggest corrective measures. The Collection Contractor shall contact the City/Township to determine if any complaints have been received at least once before 5:00 p.m., and once again before the last collection vehicle leaves the City/Township at the end of the day of collection. The Collection 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 Collection Contractor shall immediately report to the City/Township any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Collection Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the City/Township's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Collection Contractor to fulfill its obligations, the City/Township shall have the right to demand adequate assurances from the Collection Contractor that the Collection Contractor is able to fulfill its obligations. Upon receipt by the Collection Contractor of any such demand, the

Collection Contractor, within fourteen (14) days of such demand, shall submit to the City/Township its written response to any such demand. In the event that the City/Township does not agree that the Collection Contractor's response will provide adequate assurance of future performance to the City/Township and its Residents, the City/Township may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Collection Services, declare that the Collection Contractor is in default of its obligations under this Collection Agreement, or take such other action the City/Township deems necessary to assure that the Collection Services will be provided including the right to terminate the Collection Agreement.

5.2 **Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Collection 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/Township in all respects, or such other security acceptable to the City/Township, in the amount of _____ dollars ($_____). The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the City/Township, provided that the terms and conditions of this Performance Bond obligate the surety to honor the Performance Bond until the City/Township accepts, in writing, a substitute surety.

5.3 **Liability Insurance.** The Collection Contractor, at the Collection Contractor's sole cost and expense, agrees that it shall at all times during the term and any renewal term of this Collection Agreement carry and maintain in full force and effect, for the mutual benefit of the City/Township and the Collection 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 Collection Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the City/Township. The coverage and limits of such insurance are listed on Exhibit F, which is attached and incorporated by reference. The Collection Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract.

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/Township and authorized to do business in the State of Ohio. The City/Township shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City/Township promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City/Township 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/Township 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 Collection Contractor shall furnish to the City/Township satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. Such proof must be included as Exhibit G, which is attached and incorporated by reference. The Collection Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Collection Contractor shall hold the City/Township free and harmless for any and all personal injuries of all persons performing work for the Collection Contractor under this Collection Agreement.

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

(a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and

(b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Collection Contractor, anyone directly or indirectly employed by the Collection 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 Collection Contractor shall save, indemnify and hold the City/Township, its Board of Trustees, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Collection Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Collection Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Collection Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Collection Contractor. This

section shall survive expiration or earlier termination of this Agreement.

5.8 **Indemnity Not Limited**. In any and all claims against the City/Township, its employees, agents, officers and consultants, by any employee of the Collection 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 Collection 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/Township.

5.10 **Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Collection Contractor shall not challenge, directly or indirectly, the City/Township 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/Township.

ARTICLE VI — BILLING, PAYMENT, ADJUSTMENTS OR REDUCTIONS TO PAYMENT

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

The Collection Contractor shall be paid for the number of Residential Units within the City/Township 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/Township increases or decreases, the Collection Contractor and the City/Township may adjust the number of Residential Units accordingly. Any Optional Services Service Charges must be billed to the Resident or Owner directly, unless the City/Township has otherwise agreed to be responsible for such charges in writing.

ALTERNATIVE BILLING / PAYMENT PROVISIONS (at option of City/Township)

6.1 **Contractor to Bill and Obtain Payment of Service Charges From Residential Units as Agent of the City.** As authorized by Section 3707.43 of the Ohio Revised Code, the Contractor shall be responsible for invoicing and collecting Service Charges from Owners for the Collection Services provided by the Contractor under this Agreement on a quarterly (or monthly) basis on behalf of the City. Such Service Charges shall include all related collection, disposal and processing fees and shall not exceed the applicable amount specified on the Bid Form attached as Exhibit A. In the event the Contractor provides any Optional Services at the request of an Owner, the charge for such additional Service Charges shall be included as a separate item on the quarterly (or monthly) invoice not to exceed the amount specified on the Bid Form. Any fuel price adjustment charged in accordance with Section 6.5 shall also appear as a separate invoice item.

All fees for Collection Services collected by the Collection Contractor as the agent of the City shall be placed into and held in a separate and distinct account to the credit of the City. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate City official is obtained. Within five (5) to (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of _____ (insert position, such as: City Service Director, City Administrator, or City Fiscal Officer) to determine whether Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above City official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the City within three (3) business days.

6.1 **Contractor to Charge and Obtain Payment of Collection Fees From Residential Units as Agent of the Township.** As authorized by Section 505.29 of the Ohio Revised Code, the Board of Township Trustees shall establish, by resolution, equitable charges of rents, or Services Charges, to be paid to the Township for the use and benefit of Collection Services by every Owner of a Residential Unit. Such Service Charges shall include, but are not limited to, all related disposal and processing fees in the amounts specified on the Bid Form attached as Exhibit A.

By and on behalf of the Board of Township Trustees, the Collection Contractor, as the agent of the Board, shall invoice and collect all Service Charges from each Owner of a Residential Unit under this Agreement on a quarterly (or monthly) basis, pursuant to the authority in Sections 505.27(A) and 505.31(B) of the Ohio Revised Code.

All fees for Collection Services collected by the Collection Contractor as the agent of the Board shall be placed into and held in a separate and distinct account to the credit of the Township. The Collection Services funds shall not be released to the Collection Contractor until approval from the appropriate Township official is obtained. Within five (5) to (7) days after the close of each calendar quarter (or month), the Collection Contractor shall seek approval of _____ (insert position, such as: Chairperson of

the Board of Township Trustees, Township Administrator, or Township Fiscal Officer) to determine whether the Collection Contractor has performed its contractual obligations properly. Subject to any deductions for non-performance, as provided in Sections 4.3, 4.7 and 6.2, the funds may be released to the Collection Contractor upon approval of the above Township official. Funds withheld pursuant to Sections 4.3, 4.7 or 6.2 shall be forwarded to the Township within three (3) business days.

The Collection Contractor shall provide the Board with quarterly statements reporting the addresses of all Residential Units that are delinquent in payment of Service Charges. An account is delinquent when it has not been paid for at least one prior quarter of Service Charges. In the event of non-payment by the Owner of a Residential Unit, the Collection Contractor shall continue to provide Collection Services in a like manner unless and until the Collection Contractor receives written notice from the Board to suspend or terminate Collection Services at a particular address. During the first or any subsequent quarter of non-payment by the Owner of a Residential Unit, the Collection Contractor is permitted to take any commercially reasonable action to collect delinquent payments other than suspension or termination of service, but is not obligated to take any actions besides those outlined herein.

Following the first full quarter of non-payment of Service Charges, the Collection Contractor shall provide the Board with an individual letter addressed to the Owner of each Residential Unit that is delinquent in payment of Service Charges. The letter is to be signed and sent via certified mail by the Township Fiscal Officer to the Owner of the Residential Unit notifying the Owner of any unpaid Service Charges. The delinquency notice shall contain language approved by the Board advising the Owner that Service Charges are due and owing to the Township, and the failure to pay the Service charges may result in additional late fees, reasonable interest, or costs of collection to be assessed against the property, in addition to the Service Charges. The Collection Contractor shall be responsible for obtaining the Owner's address for the written demand, and shall be responsible for calculating the amount of payment due and owing for Service Charges. If the Collection Contractor is unable to ascertain the mailing address of the Owner of a Residential Unit that is delinquent, the Collection Contractor shall post a delinquency notice at the Residential Unit.

Following the commencement of the written demand process for any delinquent account, the Collection Contractor shall submit reconciliation reports to the Board each quarter. Each report shall provide details on the status of all delinquent accounts, and shall include the cost of Service Charges as well as late fees, reasonable interest, or cost of collection, if applicable and charged by the Township.

If the written demand does not result in payment within sixty (60) days, the Township may proceed with further collection efforts pursuant to Section 505.29 of the Ohio Revised Code. The unpaid Service Charges, as well as late fees, reasonable interest, or cost of collection, if applicable, shall constitute a lien upon the property served, and shall be collected in the same manner as other township taxes. When the Township collects a past due amount for non-payment of Service Charges, the Township shall promptly

forward to the Collection Contractor no less than the full amount due and owing for the provision of Collection Services. The Township may also include all or a portion of any late fee, reasonable interest, or cost of collection charge assessed to compensate the Collection Contractor on an equitable basis.

6.2 **Deductions from Collection Contractor's Invoice for Non-performance.** If the Collection Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City/Township may withhold from payment or the quarterly release of funds held by the Collection Contractor as provided in 6.1, or invoice the Collection Contractor, 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 that the City/Township performs cleanup services pursuant to Section 4.7, or collects a missed pickup more than twenty-four (24) hours after reporting such miss to the Collection Contractor, the City/Township may withhold from payment or the quarterly release of funds held by the Collection Contractor, or invoice the Collection Contractor, one hundred dollars ($100.00) per service call plus $50.00 per hour for cleanup services performed by the City/Township. The remedies available pursuant to this section are in addition to any other remedies available to the City/Township pursuant to this Collection Agreement, and the City/Township's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City/Township 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/Township. 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/Township that Collection Services is not required at the unoccupied or vacant Residential Unit. The City/Township shall notify the Collection Contractor of the addresses of unoccupied or vacant Residential Units. The Collection Contractor shall not invoice the City/Township or the Residential Unit for Collection Services during the period of time when a Residential Unit is unoccupied or vacant, and the Collection Contractor has been duly notified.

6.4 **Annual Review of Generation.** Annually at the request of the City/Township or the Collection Contractor, the Collection Contractor and the City/Township shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City/Township and its Residents and delivered to the City/Township-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 or Yard Waste, the Collection Contractor and the City/Township, in a manner to be determined by the

parties, may discuss and implement changes that will decrease the cost to the City/Township and its Residents and may provide for additional benefits for the City/Township.

6.5 **Adjustment for Changes in Cost of Fuel.** Either the Collection Contractor or the City/Township 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/Township, will result in an adjustment to the Collection Contractor's invoice received by the City/Township or Residential Units. 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, etc.).

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 May 19, 2014 (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").

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. 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 more or less ($0.25) per gallon from the base price. Each twenty-five cent incremental ($0.25) 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/Township, (including miles traveled on the collection route, and average number of round trips to: the Franklin County Sanitary Landfill, City/Township-Designated Recyclable Materials Facility, and City/Township-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 for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the City/Township-Designated Recycling Services and Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases 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. Additionally, any increase or decrease 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. The Collection Contractor shall give the City/Township 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 Recyclable Materials Processing: (1/3) (per ton price difference) ÷ 12
For Yard Waste Composting: (1/5) (per ton price difference) ÷ 12

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

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

6.8 **Senior Citizen Discount.** The Collection Contractor shall provide Residents who are sixty (60) 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/Township or the

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

7.2 **Surety or City/Township Cover in the Event of a Material Failure.** In the event of termination, the Collection Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City/Township shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City/Township is unable to provide or obtain cover, the effective termination date may be delayed by the City/Township until the City/Township completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Collection 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/Township's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City/Township has investigated and determined that the complaints represent failures of the Collection Contractor to provide the required Collection Services. Material failure also includes the failure of the Collection Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City/Township income taxes.

7.3 **Termination for Change of Control of Collection Collection Contractor**. The award of this Collection Agreement is based on the ownership and control of the Collection 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 Collection Contractor shall be merged or sold, the City/Township shall have the right, in its sole discretion, to

terminate this Collection Agreement upon thirty (30) days written notice of termination to the Collection Contractor. In the event of such notice of termination, the Collection Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City/Township 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/Township, the City/Township may, in the exercise of its sole discretion and without liability to the Collection Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City/Township as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

7.5 **Termination of City/Township-Designated Facility Agreements**. The Collection Contractor is required to deliver materials collected pursuant to the Collection Services to certain City/Township-Designated Facilities. In the event of termination of an agreement with a City/Township-Designated Facility, and until notification by the City/Township of an alternative facility selected by the City/Township, the Collection Contractor shall be excused from delivering materials to the City/Township-Designated Facility, and may deliver such materials to an alternate facility selected by the Collection Contractor. Upon the City/Township's designation of an alternate facility, the Collection Contractor shall deliver all applicable materials to the alternate City/Township-Designated Facility. Any increase or decrease in the cost of providing Collection Services as a result of the termination of a City/Township-Designated Facility agreement shall be documented and provided to the City/Township. Any additional reasonable costs as determined by the City/Township incurred by the Collection 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/Township obtain competitive bids for the Collection Services, the Collection Contractor shall continue to provide the Collection Services at the increased price as authorized until the City/Township is able to issue a replacement Invitation to Bid. In the event of termination by the City/Township as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

8.1 **Entire Agreement**. This Collection Agreement, Bid Forms 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 Collection Contractor, attention _____ (name or title), and to the City/Township, attention _____ (name or title), at their respective addresses set forth above. 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/Township or the Collection Contractor arising out of a breach of this Collection Agreement by the City/Township or the Collection Contractor shall be effective unless in writing signed by the City/Township and the Collection 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 agree to remain bound by all remaining provisions. The parties agree to 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 Collection Contractor may not assign this Collection Agreement or any of the Collection Contractor's rights or obligations without the express written consent of the City/Township, 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/Township and the Collection Contractor. All duties and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City/Township and the Collection 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 on the date set forth above.

City/Township of _____, Ohio

_____
(Signature)

_____
(Printed Name)

_____
(Title)

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

(SEAL)

ATTEST:

_____
(Notary Signature)

_____
(Printed Name)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Street Address)

_____
(City/State/Zip)