



CITY OF WILLOUGHBY HILLS, OH
CITYWIDE TRASH AND RECYCLE
BID SPECS
2015 - 2020

CITY OF WILLOUGHBY HILLS, OHIO
RESIDENTIAL MUNICIPAL SOLID WASTE AND
COLLECTION OF RECYCLABLES

PROJECT BID SPECIFICATIONS

Section 1 – Statement of Intent

- 1.0 It is the intent of these specifications to establish conditions under work on the project described herein shall be conducted. The City of Willoughby Hills' intent and purpose is to have a comprehensive and exclusive collection and disposal system for municipal solid waste (msw) for single family residential homes. This collection program will occur on a weekly basis and be conducted in accordance with all federal, state and local laws in addition to the Lake County Solid Waste 529 Plan.
- 1.1 Bids are also being requested to incorporate a curbside recycle collection program.

Section 2 – Bid Conditions

- 2.1 The attached Bid Notice, as advertised in the News-Herald, shall be considered to be a part of these specifications and incorporated herein.
- 2.2 Prospective bidders are advised to familiarize themselves with the instructions and requirements set forth in these specifications before preparing their response. All eligible households will have the option of selecting a level of service. Customers may cancel at any time to either select a different level of service or may choose the "Opt Out" option. The "Opt Out" option will require the resident to complete an "Opt Out Form," indicating they have legal means to dispose of their trash.

2.3 The contractor shall collect msw from each subscriber on the same regularly scheduled day at approximately the same time. Contractor shall not begin collection before 7:00 a.m. and must complete the daily collection no later than 7:00 p.m. There shall be no collection on Sundays or national holidays. The six national holidays that are observed are: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

2.4 The City reserves the right to modify this contract in accordance with the following limitations:

The City shall reserve the right to allow the contractor to pass on associated costs of this contract to Willoughby Hills subscribers or the City of Willoughby Hills at any time under the following conditions:

All proposed costs and services set forth in this agreement are subject to adjustment in the event of any future governmentally imposed new regulations, increased taxes, fees, surcharges or assessment imposed on the service being provided under this agreement, including the disposal of solid waste. The Contractor shall have the right to pass through its increased costs due to new or increased governmentally imposed tax, fee, surcharge or assessment, provided that it reasonably documents the amount of any increase and provides notice of any such increase prior to such increase taking effect.

In addition to the total costs indicated above, a fuel price adjustment may be charged or credited to the resident as outlined in "Fuel Adjustment" in Section 21 of this contract.

2.5 Bidders shall use the bid proposal forms provided with these specifications.

- 2.6 Each bidder shall be required to submit the following documents with this bid:
- Form of non-collusion affidavit
 - Statement of Qualifications and supporting documents
 - List of references, including a 5-year history of collection of recyclable materials
 - Bid bond
 - Hold Harmless Agreement & Full Indemnification (provided by the City of Willoughby Hills)
 - Corporate Resolution
 - Signature page
 - Workers' Compensation Verification

Failure to provide fully executed copies of these documents may be grounds for rejection of the bid proposal.

- 2.7 Bid proposals shall be submitted in typewritten form, or printed in ink and shall contain the full name of the person, firm or corporation submitting the bid proposal and shall be signed in ink by that person or an authorized representative of the firm or corporation.

If the firm submitting the bid is a corporation, a notarized and properly executed affidavit shall be attached verifying that the firm's representative signing the bid proposal form is duly authorized to contract into a contract for the program described in these specifications.

- 2.8 The City will accept bid proposals only from those persons, firms or corporations that have been providing msw collections/disposal services for at least five years prior to the date of the bid opening.
- 2.9 Bidder will provide pertinent information to the City relative to any pending or threatened lawsuits or liens.
- 2.10 The bid proposal shall be accompanied by a written statement of the bidder's overall concept of service delivery including, but not limited to, number, types and age of collection vehicles and experience of employees and management that would be

involved in Willoughby Hills' collection program. The bidder's Safety Training Program manual and employee background checks shall be made available upon the City's request.

- 2.11 Each bid shall be accompanied by a bid bond or a certified check drawn on a solvent bank in the State of Ohio, and payable to the City of Willoughby Hills in an amount equal to ten percent (10%) of the annual amount bid as a guarantee that if such bid is accepted, the check of the successful bidder will be returned upon proper execution and securing of the contract. The successful bidder shall be responsible for providing an annual Performance Bond equal to one hundred percent (100%) of the annual contract to the City of Willoughby Hills and renewable each succeeding year during the term of the contract. Checks of the unsuccessful bidders will be returned after the contract has been awarded and entered into, or upon the rejection of all bids. The City reserves the right to reject any and all bids or to waive any informality.
- 2.12 Attorneys-in-fact, agents and/or representatives of the bidder who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 2.13 A notarized and fully executed Non-Collusion Affidavit must accompany the bid proposal.
- 2.14 Bid proposals shall be considered valid for a period of one hundred and twenty days from the date of the bid opening, and may be extended at 30-day intervals following written consent of both parties.
- 2.15 All questions about these bid specifications should be directed to Mark Grubiss, Service Superintendent (440) 918-8742 or MarkGrubiss@willoughbyhills-oh.gov between the hours of 8:00a.m. and 3:00p.m. EST, Monday through Friday.
- 2.16 The bidder shall state that no subcontractors will be performing the work herein contracted in this agreement.

- 2.17 Each bid or proposal shall specify the type of equipment to be used in the performance of the contract.
- 2.18 The City of Willoughby Hills reserves the right to award the bid for municipal services solid waste collection separate from the bidder who receives the award for the residential portion of the contract.

Section 3 – Tax Considerations

- 3.1 The City of Willoughby Hills is exempt from State and Federal taxes.
- 3.2 The contractor recognizes that it must withhold all City of Willoughby Hills income taxes due or payable under the provisions of the Willoughby Hills Codified Ordinances, for wages, salaries and commissions paid to its employees.
- 3.3 After the award of this contract, the successful bidder shall fill out a Delinquent Personal Property Tax statement. The City will forward the statement to both the Lake County Auditor and Lake County Treasurer. A signed copy shall remain in the contract documents as well.
- 3.4 Start of service date will be no more than 120 days after award of the contract, except if mutually agreed upon in writing by both parties.

Section 4 – Award of Contract

- 4.1 The owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.2 In evaluating bids, the City may consider:
 1. The qualifications and experience of the bidder.
 2. Whether or not the bids comply with the prescribed requirements.
 3. Alternates and unit prices, if requested in the bid forms.

4. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment.
 5. Bid prices that are obviously unbalanced.
- 4.3 The City may conduct further investigations to assist in the evaluation of any bid to establish the qualifications and financial ability of the bidder to provide the service outlined in these specifications.
 - 4.4 A written Notice of Award and unsigned contract documents will be sent to the successful bidder. The bidder must sign and return these documents within a fourteen day period and include performance and payment bonds and insurance verifications.
 - 4.5 The City shall execute and deliver one set of fully executed contract documents to the successful bidder.

Section 5 – Workmanship

- 5.1 All work performed by the contractor or any of their employees or agents in the execution of this contract shall comply with all City, State, and Federal health and safety regulations.
- 5.2 The successful bidder will acquire and maintain, at their own expense, any and all licenses, permits and certificates required by the City, County or State relative to the execution of this contract.

Section 6 – Definitions

For the purpose of this contract, the following terms, phrases and words shall have the meaning given herein:

City – The area within the corporate boundaries.

Contract Documents – The contract documents shall consist of the legal notice, bid security, bid proposal, signed agreement and performance bond.

Contractor – The holder of a lawful contract to undertake, under the City’s authority, the collection of municipal solid waste. As used in these specifications, “contractor” also means the employees or representatives of the holder of this contract.

Curbside Collection – Items to be collected shall be placed at a point no further than five feet from the edge of pavement or back of a curb.

Drive up Service – Vendor will pick up the resident’s msw by driving to a point on the resident’s property other than the designated curb area, most likely to the resident’s garage where the waste container would be stored. This contract shall not provide for drive up service.

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

Hazardous/Exempt Waste – any chemical, compound, mixture, substance or article which is designated by the U.S. Environmental Protection Agency or appropriate agency of the State to be “hazardous” or “exempt” as that term is defined by or pursuant to Federal or State law, including under Subtitle C of the Resource Conservation and Recovery Act of 1976, and any future amendments thereto.

Mayor – The Mayor of the City of Willoughby Hills

Municipal Solid Waste – (Used synonymously with “Garbage”) – Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packaging, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of “hazardous waste”. Basically, this includes those items commonly discarded by residential households and items not included would be any type of hazardous waste and waste indicative of a home-based business.

Recyclables – The current list of those materials included in the City of Willoughby Hills' Recycling Collection Program – newspapers, magazines; steel and aluminum food or beverage containers; glass bottles and jars; #1 through #5 and #7 plastic bottles or jars; corrugated cardboard; and chipboard (e.g. cereal boxes).

Unlimited Service – This includes all msw, as described above, that is discarded by way of vendor's collection mobile containers and all material outside of the containers that is at the curb. Collection of bulk items during the scheduled pickup day is also part of the "unlimited service" and typically include, but are not limited to:

Carpet (cut, rolled & tied into lengths not to exceed 4')

Large screen TVs (42" and up)

Furniture (upholstered furniture must be bagged or wrapped in plastic to prevent bed bug transmission)

Mattresses and box springs (must be bagged or wrapped in plastic to prevent bed bug transmission)

Wood products (bundled and tied in lengths not to exceed 4')
(Items should not exceed fifty pound weight limit)

Appliances, including refrigerators without Freon, may be picked up by the vendor for an additional pre-determined fee. (Further explanation of Large Item Pickup may be indicated on Bid Sheet).

Unacceptable waste includes:

Yard waste, anti-freeze, batteries, bricks and roofing shingles, car parts, cleaners and solvents, concrete and cement in any form, dirt, gravel, rock, sod, gasoline, insecticides, paint cans with paint residue, propane tanks, riding mowers, stones, used motor oil and filters, Freon bearing appliances or items exceeding a fifty-pound weight limit.

Section 7 – Scope of Project

Vendor who is awarded this bid will be the “exclusive collector for curbside service” for the residents outlined in this proposal. No other waste service will be permitted to provide services (including drive up services) to these residents.

The contractor will provide all interested residents with the following choice of service options:

1. One 96 gallon (approx) wheeled container and one 64 gallon container for recycle
2. Bag purchase
3. Bag purchase with option for 64 gal wheeled container for recycle

The contractor shall provide weekly collection of the containers and all materials outside of the containers that is at the curb. Associated fees for large items shall be identified by the contractor.

Collection of Recyclable Materials:

Recyclable materials will include newspapers (including advertisements), magazines, glass bottles and jars, aluminum beverage containers, bi-metal containers, #1 through #5, and #7 plastics, chipboard and corrugated cardboard. This listing should be the same as the listing of recyclables in Section 6 definitions. The contractor shall state if additional recyclables will be collected.

The contractor will be responsible for providing containers for recyclable collection and will detail the size and type of container being provided. The contractor will be responsible to replace any damaged or lost containers and may charge the resident the cost for the replacement container. Containers must be approved by the Service Director. A picture or “cut sheet” of the proposed containers should be included in the bid.

The contractor shall haul all recyclable materials to the Lake County Landfill, 2039 Blasé Nemeth Road, Painesville, OH 44077. The use of a transfer site within the City of Willoughby Hills is prohibited. Ownership of any and all recyclable materials will transfer to the contractor upon collection.

The contractor shall provide the City of Willoughby Hills a quarterly summary of all materials collected.

Section 8 – Term of Contract

- 8.1 The term of the contract shall be for five (5) years beginning June 1, 2015 and ending May 31, 2020. This contract may be renewed at the City's option for a second five (5) year period beginning June 1, 2020 and ending May 31, 2025 at the rates and terms specified in this bid. At the end of both the first or second five year period, the expired contract may be renewed on a month-to-month basis for up to six months at the option of the City.

Section 9 – Bonds and Insurance

- 9.1 The contractor shall at all times during the contract period maintain in full force and effect employer's liability, public liability and property damage insurance, including contractual liability coverage in accordance with the provisions of section 9.2. All insurance shall be by insurers and for policy limits acceptable to the City of Willoughby Hills. The contractor will provide the City with certificates of insurance verifying that the required insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

In the event of cancellation or material change, the contractor shall re-secure the renewal forthwith or substitute another policy equal to the requirements set forth below, and before the original policy lapses. Failure to do so will be considered non-performance of the contract.”

- 9.2 For the purpose of the contract, the contractor shall carry the following types of insurance in, at least, the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Employers Liability	\$500,000
Commercial General Liability, Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000 each occurrence \$2,000,000 aggregate
Automobile Insurance, Combined Single Limit (Bodily Injury & Property Damage)	\$2,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

- 9.3 Before beginning work, the contractor shall furnish to the City satisfactory proof that full Workers' Compensation coverage have been secured for all persons that may be employed.
- 9.4 The contractor shall name the City of Willoughby Hills as an "Additional Named Insured" on all the contractor's insurance policies, and this shall be reflected on the Certificate of Insurance.
- 9.5 The contractor's required insurance shall be endorsed to provide that the policy (ies) will not be changed or cancelled without thirty days prior written notice to the City Of Willoughby Hills.
- 9.6 Prior to commencing work under each contract, Certificates of Insurance shall be submitted and approved by the City. The contractor is responsible for obtaining certificates of insurance establishing that the contractor has complied with insurance requirements previously stated.
- 9.7 The surety companies and other signers of any of the aforementioned bonds, and all insurance companies providing coverage herein, shall familiarize themselves with all of the conditions and provisions of this contract, and shall waive the right for special notification of any change or of decreased or increased work or of cancellation of the contract, or of any other act or acts by the City or its authorized employees and agents under the terms of this contract. Failure to notify the aforesaid surety companies or insurance companies of

changes shall in no way relieve the surety companies or insurance companies of their obligations under the contract.

- 9.8 Before entering into a contract, the City shall require and the successful bidder shall furnish a performance bond in the amount of one hundred percent (100%) of the amount of the Contract for the first year and one hundred percent (100%) of each subsequent year of the contract prior to the anniversary date of the Contract. The bond shall be underwritten by a surety company authorized to transact business in the State of Ohio having a local agent, upon whom service of process can be made, conditioned on the faithful performance of the work in accordance with these specifications. Such bond shall also indemnify the City against the damages that may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications, and guaranteeing the payment of all lawful claims, material providers and laborers for labor performed and materials furnished in carrying forward, performing or completing this contract.

A surety that is listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds," shall underwrite performance bonds.

- 9.9 In the event the contract is awarded for a multi-year period, the Performance Bond may provide for a pro-rata reduction, annually.

Section 10 – Payment to Contractor

- 10.1 The contractor shall assume full responsibility for the billing and collection of payment on all accounts. The contractor will bill in advance each subscriber on a quarterly basis for the desired level of service. No initial start up fee will be charged to residents, but stoppage and restart of service due to delinquent payment may result in a start up fee to resume service.
- 10.2 The contractor will provide a discount to senior citizens, as defined for eligibility for a Golden Buckeye Card.
- 10.3 The contractor shall submit a quarterly summary of all materials collected.

- 10.4 The contractor shall discontinue collection service at any household for non-payment and shall resume collection on the next regularly scheduled collection day following payment. The contractor will not bill the City for any households not being collected due to non-payment. The contractor will provide information regarding their procedure for collection, non-payment and termination when carts are delivered to household, including but not limited to, late fees and startup fees.

Section 11 – Strike or Failure to Perform

- 11.1 In the event of a strike by, or which affects the employees of the contractor or failure of the contractor to perform according to the conditions of this contract, the City reserves the right to make arrangements for the immediate collection and disposal of residential municipal solid waste. The cost of this interim service shall be paid by the contractor, may be deducted from any amounts owed or result in forfeiture of the performance bond.
- 11.2 Force Majeure – Any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, civil unrest, terrorist acts, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such a natural disaster or terrorist act, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

Section 12 – General Conditions

- 12.1 The contractor shall assign a qualified person to be in charge of the collection operations and be a primary point of contact for City personnel. This person will be accessible at all times via cellular phone.
- 12.2 The contractor's collection employees shall wear clean uniforms, to include a safety vest, bearing the contractor's company name such that they present a neat, professional appearance.
- 12.3 The City has the right to request a transfer of any employee who is grossly negligent or discourteous in the performance of their duties.

Section 13 –Residences to be Served

- 13.1 All residences will be selecting their level of service or completing an "Opt Out Form".
- 13.2 The contractor shall not be required to collect msw from apartment buildings, condominium developments, commercial buildings, mobile home parks or industrial establishments.

Section 14 – Municipal Services

- 14.1 The contractor shall supply dumpsters and disposal services to all City facilities with the frequency desired by the City. Pricing for this service shall be listed as a separate line item in Bid Item A1 on page 12 of this specifications. The City reserves the right to request additional services for special events. The City also reserves the right to add additional facilities at any point. The current list of City facilities includes, but it not limited to:

- | | |
|---------------------------------------|----------------------------|
| a) Fire Dept., 35455 Chardon | One 8 cubic yd. container* |
| b) City Hall, 35405 Chardon (Service) | Two 8 cubic yd. container* |
| b) Comm.Ctr. 35400 Chardon Road | Two 8 cubic yd. container* |

*Once per week collection

Section 15 – Collection Days and Times

- 15.1 The contractor will establish collection routes and provide a listing/ map of pick up days to the City. Collection days shall be Monday through Thursday, except for holidays as previously defined.
- 15.2 The contractor shall specify which dates during the year are observed as business holidays. Collection made during holidays may have collection day adjusted backward by a day.
- 15.3 In the case of inclement weather, the contractor may alter the collection schedule after notification to the City.

Section 16 – Collection Area

- 16.1 The area to be served under this contract is the entire incorporated area of the City of Willoughby Hills, with the exceptions outlined above in Section 13.2.

Section 17 – Collection Vehicles

- 17.1 The contractor shall use enclosed, leak proof, packer-type trucks for the collection of msw. The trucks shall be kept in good working order and shall be kept clean.
- 17.2 Contractor's vehicles must be equipped with audible warning devices and flashers in accordance with all Federal or State Department of Transportation requirements.
- 17.3 Each vehicle shall be clearly and visibly marked on each side with the name of the hauler and a distinct truck number.
- 17.4 The bidder shall list all equipment and vehicles to be used in the execution of this contract.

Section 18 – Customer Service Standards

- 18.1 The contractor shall be responsible for the resolution of customer complaints. Complaints directed to the City will be forwarded to the contractor's primary representative who will provide a prompt remedy, if one exists. The contractor will also maintain a Customer Service line to handle additional concerns and complaints.
- 18.2 The contractor shall have an established business address and maintain a toll-free or local Customer Service office.
- 18.3 The contractor shall equip all vehicles and/or personnel with radios or phones.
- 18.4 The contractor shall supply the City with a quarterly listing of complaints and the resolution.
- 18.5 The contractor will fund the printing and mailing of a city-approved pamphlet/postcard to all single family households describing the collection options, costs and outlining procedures in the event of non-payment. The contractor shall prepare and mail magnetic recycle schedules annually, which indicates recycle pickup date and adjusted holiday trash pickup dates. The City may agree to order and mail the magnets at a charge to the contractor.

Section 19 – Disposal

- 19.1 All msw collected within the City of Willoughby Hills shall be disposed of in accordance with the current Lake County Solid Waste Management Plan and will be transported to Lake County Landfill, 2039 Blasé Nemeth Road, Painesville, OH 44077.

Section 20 – Municipal Solid Waste Collection Conditions

- 20.1 The contractor shall not be required to collect msw from apartment buildings, condominium developments, commercial buildings, mobile home parks and industrial establishments.
- 20.2 The contractor shall be responsible for compliance with City ordinances regarding noise, time and access limitations.

20.3 No waste shall be transported to the City of Willoughby Hills in such a manner as to permit any part of this waste to escape from the collection vehicle onto any public or private property. The contractor will be responsible for all waste or leakage from any collection vehicles.

Section 21 – Fuel Adjustment

21.1 The Contractor may apply an adjustment to the base price charged residents if the price of diesel fuel increases over the *base price* established as follows during the life of the contract. The *base price* of fuel shall be equal to the price of diesel fuel reported by the U.S. Department of Energy, Energy Information Administration (EIA) Weekly Retail Gasoline and Diesel Prices Report for the Midwest Region (PADD 2) for On-Highway Diesel - Ultra Low Sulphur (http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_w.htm) on the Monday preceding (Monday, February 23, 2015) the February 27, 2015 bid opening.

For purposes of determining the amount of the monthly fuel adjustment, the price of fuel reported by the U.S. Department of Energy, Energy Information Administration (EIA) Weekly Retail Gasoline and Diesel Prices Report for the Midwest Region (PADD 2) for On-Highway Diesel - Ultra Low Sulphur on the first Monday of each month of the contract period shall be used to determine the charge for that month. Any fuel adjustment charge must be applied as a separate line item charge on the invoice sent to City residents. In the event that the price of fuel on the first Monday of the month should decrease from the base price, City residents shall be granted a credit for that month's billing period.

The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above the base price. If the increase or decrease is less than \$.10, then a fuel adjustment may not be applied.

Bid Item A1 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item A1 through A4 allows the contractor to bill the resident directly for fuel service fee, as indicated in Section 21.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>15.49</u>	<u>15.88</u>	<u>16.27</u>	<u>16.68</u>	<u>17.10</u>
Cost per bag	<u>3.15</u>	<u>3.25</u>	<u>3.35</u>	<u>3.45</u>	<u>3.55</u>
One 64 gal. cart for recycle for bag customers	Included in bag pricing				
Senior rate for 96 gal. cart plus 64 gal. cart (both services)	<u>14.49</u>	<u>14.88</u>	<u>15.27</u>	<u>15.68</u>	<u>16.10</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with “contracted” items versus “non-contracted” items). Please indicate any restrictions, including site and weight restrictions.

Cost for large item pick up included in cart pricing above

\$12.00 per item for residents with bag service

Restrictions as noted in Bid Specs section 6

Bid Item A2 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1

Bid Item A1 through A4 allows the contractor to bill the City directly for fuel service fee, as indicated in Section 21.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Fire Dept. location	<u>130.00</u>	<u>134.00</u>	<u>138.00</u>	<u>142.00</u>	<u>146.00</u>
City Hall location (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>
Community Center (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>

Note: Monthly Service Charges include fuel

Bid Item A3 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item A1 through A4 allows the contractor to bill the resident directly for fuel service fee, as indicated in Section 21.

	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>17.61</u>	<u>18.14</u>	<u>18.73</u>	<u>19.39</u>	<u>20.06</u>
Cost per bag	<u>3.65</u>	<u>3.75</u>	<u>3.85</u>	<u>3.95</u>	<u>4.05</u>
One 64 gal. cart for recycle for bag customers	<u>Included in bag pricing</u>				
Senior rate for 96 gal.cart plus 64 gal. cart (both services)	<u>16.61</u>	<u>17.14</u>	<u>17.73</u>	<u>18.39</u>	<u>19.06</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with “contracted” items versus “non-contracted” items). Please indicate any restrictions, including site and weight restrictions.

Same as noted above for years 1 through 5

Bid Item A4 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1.

Bid Item A1 through A4 allows the contractor to bill the City directly for fuel service fee, as indicated in Section 21.

	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
Fire Dept. location	<u>150.00</u>	<u>155.00</u>	<u>160.00</u>	<u>165.00</u>	<u>170.00</u>
City Hall location (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>
Community Center (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>

Note: Monthly Services Charges include Fuel

Bid Item B1 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>15.79</u>	<u>16.18</u>	<u>16.59</u>	<u>17.00</u>	<u>17.43</u>
Cost per bag	<u>3.25</u>	<u>3.35</u>	<u>3.45</u>	<u>3.55</u>	<u>3.65</u>
One 64 gal. cart for recycle for bag customers	Included in bag price				
Senior rate for 96 gal.cart plus 64 gal. cart (both services)	<u>14.79</u>	<u>15.18</u>	<u>15.59</u>	<u>16.00</u>	<u>16.43</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with “contracted” items versus “non-contracted” items). Please indicate any restrictions, including site and weight restrictions.

Cost included in cart pricing above
\$12.00 per item for residents with bag service
Restrictions as noted in Bid Spec Section 6

Bid Item B2 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1

Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

	<u>1st yr.</u>	<u>2nd yr.</u>	<u>3rd yr.</u>	<u>4th yr.</u>	<u>5th yr.</u>
Fire Dept. location	<u>130.00</u>	<u>134.00</u>	<u>138.00</u>	<u>142.00</u>	<u>146.00</u>
City Hall location (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>
Community Center (2 dumpsters)	<u>225.00</u>	<u>232.00</u>	<u>239.00</u>	<u>246.00</u>	<u>253.00</u>

Bid Item B3 – Weekly Residential Collection (unlimited service)

Please provide a per month, per home cost for providing weekly collection of residential municipal solid waste in accordance with these specifications. Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
One 96 gal. cart for trash & one 64 gal. cart for recycle	<u>17.95</u>	<u>18.49</u>	<u>19.09</u>	<u>19.71</u>	<u>20.40</u>
Cost per bag	<u>3.75</u>	<u>3.85</u>	<u>3.95</u>	<u>4.05</u>	<u>4.15</u>
One 64 gal. cart for recycle for bag customers	<u>Included in bag price</u>	<u></u>	<u></u>	<u></u>	<u></u>
Senior rate for 96 gal.cart plus 64 gal. cart (both services)	<u>16.95</u>	<u>17.49</u>	<u>18.09</u>	<u>18.71</u>	<u>19.40</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with “contracted” items versus “non-contracted” items). Please indicate any restrictions, including site and weight restrictions.

Same as noted in years 1 through 5

Bid Item B4 – Municipal Services Solid Waste Collection

Please provide a monthly cost for solid waste collection from Municipal Buildings as listed in Item 14.1.

Bid Item B1 through B4 does not allow the contractor to bill for fuel service fee, but rather has worked it into the monthly price structure.

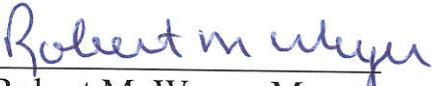
	<u>6th yr.</u>	<u>7th yr.</u>	<u>8th yr.</u>	<u>9th yr.</u>	<u>10th yr.</u>
Fire Dept. location	<u>150.00</u>	<u>155.00</u>	<u>160.00</u>	<u>165.00</u>	<u>170.00</u>
City Hall location (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>
Community Center (2 dumpsters)	<u>260.00</u>	<u>268.00</u>	<u>276.00</u>	<u>285.00</u>	<u>293.00</u>

Fees for Large Item Pick Up (Please refer to Section 6 – Definitions to insure familiarization with “contracted” items versus “non-contracted” items). Please indicate any restrictions, including site and weight restrictions.

Cost included in Municipal Services pricing above

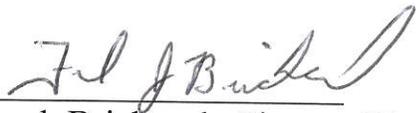
SIGNATURE PAGE

Entered into agreement by the City of Willoughby Hills and _____ on this ___th day of _____, 2015, by the following authorized parties:



Robert M. Weger, Mayor
City of Willoughby Hills

3/13/15
Date



Frank Brichacek, Finance Director
City of Willoughby Hills

3/13/15
Date



Vendor

2/23/15
Date

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 23 day of February, 2015

Browning Ferris Industries of Ohio, Inc.

(Name of Organization)

Area President

(Title of Person Signing)

[Handwritten Signature]

(Signature)

ACKNOWLEDGEMENT

STATE OF Ohio)

) ss

COUNTY OF Cuyahoga)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 23 day of February, 2015.

Lynn C Williams
Notary Public Signature

My Commission Expires: August 23, 2016



LYNN C WILLIAMS
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 08-23-16

**FULL AND COMPLETE HOLD HARMLESS AND FULL
INDEMNIFICATION**

I, Lawrence J Doyen do hereby give, grant and approve of providing a full and complete hold harmless and full indemnification to the City of Willoughby Hills, its agents, employees, residents, successors and assigns and any other party related to the City of Willoughby Hills for any and all of my acts as it pertains to the City of Willoughby Hills Residential Municipal Solid Waste and Collection of Recyclables.

I will hold harmless the City and all of the above referenced from any and all damage, injury, claim or cause of action as a result of my participation in the Residential Municipal Solid Waste and Collection of Recyclables Program

I agree to be responsible for my behavior and to indemnify and hold harmless the City of Willoughby Hills from any and all damages, claims, liabilities, causes of action, negligence, losses, obligations, penalties, suits, judgments, cost and expenses, including attorney fees, for injuries, death or property damage sustained or caused by me arising out of my activities.

Further, I shall provide a bond and have the City of Willoughby Hills and its residents as a named beneficiary in the amount of \$2,000,000.



Signature by Authorized Representative

2/23/15

Date

Bond No. Bid Bond

Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we, Browning-Ferris Industries of Ohio, Inc., the Principal, and, Evergreen National Indemnity Company, 6140 Parkland Blvd, Suite 321, Mayfield Heights, Ohio 44124, the Surety, are hereby bound unto, City of Willoughby Hills the Obligee, in the penal sum of Ten Percent of Amount Bid (\$ 10%) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for Residential Municipal Solid Waste And Collection Of Recyclables.

NOW, THEREFORE, the condition of this obligation is that if the Principal shall be awarded the contract and the Obligee shall so notify the Surety, and if within the period specified in the contract, or if no period be specified, within twenty (20) days after the Principal's receipt of notice of award, the Principal enters into a contract and gives bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise, the Principal and the Surety will pay to the Obligee the difference between the Principal's bid and the next lowest bid; or in the event the Obligee does not award the contract and resubmit the project for bidding, the Principal and the Surety will pay the Obligee an amount equal to the costs of the resubmission including the printing of new contract documents, and advertising, printing, and mailing notices to prospective bidders; but in no event shall the liability hereunder exceed the penal sum hereof; no shall the Surety be obligated to give bond for performance.

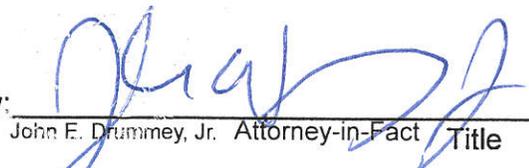
If the Obligee makes no award within ninety (90) days of the execution date hereof, then this bond shall be null and void unless extended by written consent of Surety.

No liability of the Surety shall arise hereunder unless and until the Obligee delivers written notice of a claim to the Surety within fifteen (15) days after the alleged breach giving rise to such claim; and no suit under this bond by or for the benefit of the Obligee may be instituted sooner than thirty (30) days or later than ninety (90) days after the Surety receives such notice.

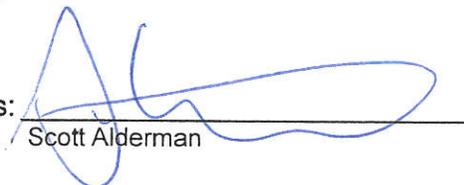
Signed, sealed and executed this 11th day of February, 2015.

Browning-Ferris Industries of Ohio, Inc.
Principal

Evergreen National Indemnity Company
Surety

By: 
John E. Drummey, Jr. Attorney-in-Fact Title

By: 
Timothy S. Buhite Attorney-In-Fact

Witness: 
Scott Alderman

Witness: 
Simone Rae Frederick

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation and having its chief place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints WELLS FARGO INSURANCE SERVICES USA, INC., acting through and by any of Debbie Lindstrom and/or John E. Drummey, Jr. and/or Timothy S. Buhite and/or Kathleen M. Mitchell and/or Scott C. Alderman, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

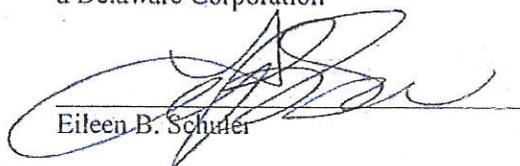
1. Surety bonds and/or bid bonds to the United States of American or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.

2. Surety bonds and/or bid bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

To sign and seal all bid bonds and surety bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling or disposal services by REPUBLIC SERVICES, INC. and its subsidiaries. REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever WELLS FARGO INSURANCE SERVICES USA, INC. shall lawfully do pursuant to this power of attorney and the Client Service Agreement dated October 15, 2008 between WELLS FARGO INSURANCE SERVICES USA, INC. and REPUBLIC SERVICES, INC. and until notice or revocation has been given by REPUBLIC SERVICES, INC. the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 18th day of November, 2014, on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

REPUBLIC SERVICES, INC.,
a Delaware Corporation

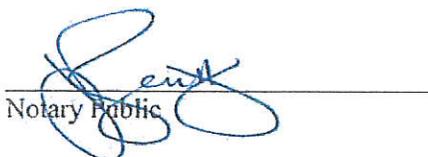

Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 18 day of November, 2014 by Eileen B. Schuler, Assistant Secretary.




Notary Public

EVERGREEN NATIONAL INDEMNITY COMPANY

MAYFIELD HEIGHTS, OH

POWER OF ATTORNEY

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Kathleen M. Mitchell, Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, and Scott C. Alderman its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed FIFTEEN MILLION and 00/100 DOLLARS (\$15,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time. FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY

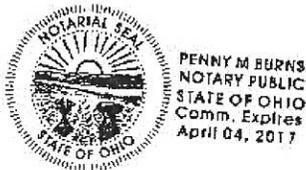


By: Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2017

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts., Ohio this 11th day of February, 2015.



Wan C. Collier
Wan C. Collier, Secretary

WELLS
FARGO

INSURANCE

Wells Fargo
Insurance Services USA, Inc.
CA DOI # ODO8408
601 Union Street
Suite 1300
Seattle, WA 98101

Tel: 206 892 9200
Toll Free: 888 785 2878

February 11, 2015

City of Willoughby Hills
35405 Chardon Rd
Willoughby Hills, OH 44094

RE: Browning-Ferris Industries of Ohio, Inc.

Gentlemen:

We are writing to you at the request of Browning-Ferris Industries of Ohio, Inc.
This principal has or is about to submit a proposal for Bid for Residential Municipal
Solid Waste And Collection Of Recyclables

If a contract for this work is awarded to Browning-Ferris Industries of Ohio, Inc.,
Evergreen National Indemnity Company, a surety licensed
to conduct business in the State of OH has agreed to act as surety on
the bond as specified in the bid proposal.

Please let us know if you need anything further in this regard.

Sincerely,



Timothy S. Buhite
Attorney-in-fact

Evergreen National Indemnity Company

Together we'll go far



Performance Bond

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS, that _____, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the _____, as Obligee, in the penal sum of _____ (\$ _____), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for _____ with the above mentioned Obligee, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning _____ and ending _____.
2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:
 - a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract, and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligee's right, if any subsequently to declare a Principal default;
 - b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this _____ day of _____.

Principal

EVERGREEN NATIONAL INDEMNITY COMPANY

Surety

By: _____
Title

(Corporate Seal)

By: _____
Attorney-In-Fact

(Corporate Seal)

Witness: _____

Witness: _____

Sample Bond

AD FOR NEWS HERALD:

PUBLIC BID NOTICE:

The City of Willoughby Hills, 35405 Chardon Road, Willoughby Hills, OH, is accepting bids until Friday, February 27, 2015, at 12:00 p.m. for bid proposal for citywide trash, recycle and heavy trash services. Bid specs may be found on line at www.willoughbyhills-oh.gov or calling City Hall 440-918-8730.

To be published 2/4/15 and 2/11/15.

	A	B	C	D
1	Submitted by	Date	Question	Answer
2				
3	Rumpke	2/5/2015	I would like to request a copy of the current contract and pricing structure.	Copy was sent to Rumpke and is available to all other vendors upon request.
4				
5				
6	Rumpke	2/5/2015	Is billing going to the City or to the Resident?	Billing will go to the residents. Only the ones for the City dumpsters will go to the City.
7				
8				
9	Rumpke	2/5/2015	Will there be a pre-bid meeting?	No pre-bid meeting - will continue with Q&A posted on website.
10				
11				
12	Rumpke	2/5/2015	What is date/time/location of bid opening?	Friday, Feb. 27, 2015 at noon at City Hall Council Chambers
13				
14				
15	Rumpke	2/5/2015	Is there an exception to remove material & process at an alternate location than the LC Landfill?	To clarify this point (asked by various vendors), the Lake County Landfill will be used for msw, recyclables should be taken to the location of the vendors choice; we just ask that you identify where you will be taking them.
16				
17				
18				
19				
20				
21	Rumpke	2/5/2015	Can you confirm if the program is meant to encourage cart contents only with a charge for bulk collection or if it is an "unlimited collection"?	This is for an "unlimited collection"; however, if the vendor chooses to charge for bulk items, it should be noted in the section entitled "Fees for Large Item Pick up" on the Bid Sheets.
22				
23				
24				
25				
26	Rumpke	2/5/2015	What is the number of residential units within the City?	We currently have 1637 active customers with carts including seniors and 287 bag service customers.
27				
28				
29				
30	Rumpke	2/5/2015	Will you accept alternate bids? If so, you you have desired bid sheets?	No.
31				
32				
33	Republic Services	2/6/2015	It appears the Non-Collusion Affidavit is missing.	You are correct. We will get one to ea. Vendor

	A	B	C	D
34				
35	Republic Services	2/6/2015	The bid spec booklet did not include a copy of the Legal Notice.	It should have, but I will make sure to get one to each vendor and make sure it is posted on the website.
36				
37				
38				
39	Republic Services	2/6/2015	The specs are written to imply that the msw & recyclables are taken to Lake County Landfill.	As indicated earlier, that is correct. The vendor will need to identify where the recyclables are taken.
40			The landfill only takes msw and the vendor will need to take the recyclables elsewhere.	
41				
42				
43				
44	Waste Management	2/6/2015	Same issue as above with recyclables not going to Lake County Landfill.	Yes, we will post this on the website as well.
45				

	A	B	C	D
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41				
42				
43				
44	Waste Management	2/6/2015	Same issue as above with recyclables not going to Lake County Landfill.	Yes, we will post this on the website as well.
45				
46				
47	Republic Services	2/11/2015	Please clarify recyclable schedule - we currently do it every other week, but it appears the new specs indicate weekly.	No, the schedule has not changed...it is every other week for recyclables.
48				
49				

39502



2959 Canterbury Ct.
Willoughby Hills, OH 44092
Ph: 440-944-0082 Fax: 440-944-0084

Invoice

Date	Invoice #
7/8/2014	4898

Bill To
Willoughby Hills City of 35405 Chardon Rd. Willoughby Hills, OH 44094

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Gloria		RJM	7/8/2014			
Item Code	Description	Color	Size	Quantity	Price Each	Amount
Custom S&H	Emergency Mag Shipping & Handling			1,000 1	0.208 31.11	208.00 31.11

Sample

Sales Tax (6.25%)	\$0.00
Total	\$237.11

39502



2859 Centerbury Ct.
Willoughby Hills, OH 44092
Ph: 440-944-0082 Fax: 440-944-0084

Invoice

Date	Invoice #
7/8/2014	4899

Bill To
Willoughby Hills City of 35405 Chardon Rd. Willoughby Hills, OH 44094

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Gloria		RJM	7/6/2014	UPS		
Item Code	Description	Color	Size	Quantity	Price Each	Amount
Custom S&H Art	4 Color Process Recycle Mag Shipping & Handling Custom Artwork NO CHARGE		3.5x5.5	2,600 1	0.35 109.54 0.00	910.00 109.54 0.00
	Set up No Charge wo 7864					

Sample

Sales Tax (6.25%)	\$0.00
Total	\$1,019.54

The City of Willoughby Hills

Mayor - Robert Weger



2014-2015 Calendar

Recycle Weeks

JULY							AUGUST							SEPTEMBER													
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
		1	2	3	4	5						31	1	2	3	4	5	6									
6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
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27	28	29	30	31			24	25	26	27	28	29	30														
							31																				

OCTOBER							NOVEMBER							DECEMBER																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S												
		1	2	3	4	5						1	2	3	4	5	6	1	2	3	4	5	6	7								
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13	14	15	16	17	18	19	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	14	15	16	17	18	19	20
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27	28	29	30	31			23	24	25	26	27	28	29	30												28	29	30	31			
							30																									

JANUARY							FEBRUARY							MARCH																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S												
			1	2	3	4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	1	2	3	4	5	6	7					
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26	27	28	29	30	31																					29	30	31				

APRIL							MAY							JUNE																		
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S												
			1	2	3	4						1	2	3	4	5	6	7	8	9	10	11	12	13	1	2	3	4	5	6	7	
5	6	7	8	9	10	11	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	8	9	10	11	12	13	14
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19	20	21	22	23	24	25	23	24	25	26	27	28	29	30												22	23	24	25	26	27	28
26	27	28	29	30	31																					29	30					

Sample

Recycle Weeks
Republic Waste Services
800.968.7769



USPS WILLOUGHBY

Vend# 12409

071470

71470

07/09/14

P.O.#	Description	Account	Amount
RG039503	Inv# RECYCLE MAGNETS dated 06/04/14 POSTAGE FOR MAGNETS W/RECYCLE 2014 SCHED	110.110.53998	\$6.40
Totals			\$6.40

\$6.40

WILLOUGHBY POSTAL STORE
 44.149998
 07/05/2014 09:13:08 AM

Product	Qty	Unit Price	Final Price
Postage	1	6.40	6.40

Account Number: 110.110.53998
 Permit type: Retail
 Permit Number: 221
 Customer Name: CITY OF WILLOUGHBY
 OHIO

Amount of Deposit: \$6.40
 New Balance: \$60.94
 Confirmation #: 7014746881206500

Total: \$6.40

Paid by: Personal
 \$6.40

BRIGHTEN
 available for purchase at select
 Offices.

In a hurry? Self-serve kiosks offer quick and easy check-out. Our Retail Associates can show you how.

Order stamps at USPS.com or call 1-800-Stamp24. We're your go-to for shipping labels and postage. For other information, call 1-800-ASK-USPS.

Get your mail delivered and more with a secure mail delivery box. Sign up for a box online at usps.com or call 1-800-ASK-USPS.

Bill #: 10902054761
 Clerk: 48

Refunds for unrendered services.
 If you have any questions, please call 1-800-ASK-USPS.

Sample

CITY OF WILLOUGHBY HILLS

71239

USPS WILLOUGHBY

Vend# 12409

071239

06/06/14

Amount

-----Account-----

\$558.72

110.110.53998

06/05/14

RG039503 Inv# RECYCLE MAGNETS dated 06/05/14

POSTAGE FOR MAGNETS W/RECYCLE 2014 SCHED

\$558.72

Totals



Sample

APR 17 2014

06/17/2014
 WILLOUGHBY POSTAL STORE
 WILLOUGHBY, OHIO
 44094999C
 RECEIVED 06/17/14 0858
 (440)951-0643 06:44:11 AM
 Sales Receipt
 Final Price
 Sales Unit
 Price
 Account Number: 355452
 Permit Type: Permit
 Permit Number: 221
 City of Willoughby
 Hills
 Account of Deposit: \$558.72
 New Balance: \$1,238.66
 Contribution #: 201400745070
 Total: \$558.72
 Paid by: \$558.72
 Percent (Total):
 BRIGHTEN YOUR MAILBOX, greeting cards
 available for purchase at select Post
 offices.
 In a hurry? Self-service kiosks with
 quick print and check-out for retail
 Associate can show you how.
 Offer stamps at no-contract, or call
 1-800-Stamp24 to compare postage. For
 other information call 1-800-539-998.
 Get your self done and share your work
 with a secure Post Office. Sign up for
 a box online at usps.com/postnet.
 Bill#: 1002550142
 Clerk: 4)

All sales final or stamps and postage
 Refunds for postage set fees only
 Thank you for your business
 Let us serve you better
 Go to: https://usps.com/pos
 Tell us about your recent
 Postal Experience
 Your Opinion Counts
 Customer Care

CERTIFICATE OF SECRETARY

**RELATING TO THE BID
TO PROVIDE RESIDENTIAL MUNICIPAL SOLID
WASTE AND COLLECTION OF RECYCLABLES
THE CITY OF WILLOUGHBY HILLS
IN THE STATE OF OHIO**

The undersigned, Secretary of **BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on July 15, 2011, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that any individual at the time holding the position of Area President, Area Controller, or General Manager be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company, in connection with the day-to-day business activities of the Company, and further, in addition to the foregoing positions, any Municipal Services Director or Area Municipal Services Manager be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract in accordance with the existing Levels of Authority.

I further certify that **JOHN DOYEN** holds the title of Area President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of February 2015.



Eileen B. Schuler, Secretary

Corporate Data Sheet Report

As of February 10, 2015

Browning-Ferris Industries of Ohio, Inc.

Incorporated in Delaware on 01/24/1973

Status: Current
Entity Type : Corporation
Federal ID #: 74-6186941 Internal #: 5Z
Domicile:

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Directors

	<u>Title</u>
Brian M. DelGhiaccio	Director
Steven Heath Eddleblute	Director
Brian A. Goebel	Director

Officers

	<u>Title</u>
Justin Boswell	President
Steven Heath Eddleblute	Executive Vice President
Brian A. Bales	Vice President
Tim M. Benter	Vice President
Brian M. DelGhiaccio	Vice President
Lawrence J. Doyen	Vice President
W. T. Eggleston, Jr.	Vice President
James H. Olson	Vice President
Michael P. Rissman	Vice President
Travis Simpson	Vice President
Andrew J. Sweet	Vice President
Lawrence Focazio	Vice President, Tax
Eileen B. Schuler	Secretary
Tim M. Benter	Assistant Secretary
W. T. Eggleston, Jr.	Assistant Secretary
Michael P. Rissman	Assistant Secretary
Douglas Striebel	Assistant Secretary
Andrew J. Sweet	Assistant Secretary
Marsha A. Lacy	Treasurer

Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Browning-Ferris Industries, LLC	Delaware	100.0000 %

Browning-Ferris Industries of Ohio, Inc.**Registrations**

		<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Delaware	Incorporation	0788480		01/24/1973	
Indiana	Qualification	197308-186		08/09/1973	
Kentucky	Qualification	0144732		10/01/1973	
Ohio	Qualification	437237		03/23/1973	
Pennsylvania	Qualification	6014-417		06/18/1973	
West Virginia	Qualification	n/a (see comment	74-618-6941-0	11/10/1983	

2015



2015

Solid Waste Facility License Municipal Solid Waste Landfill -

License Expires December 31, 2015

Facility: Lake County Solid Waste Facility * CID: 24397 2039 Blase Nemeth Rd Painesville, OH 44077	Applicant: Board of Lake County Commissioners 105 Main Street P.O. Box 490 Painesville, OH 44077
--	--

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Lake County General Health District

Conditions of Licensure

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

If Checked, Additional Conditions Apply to This License (See Back, or Attachment)


Health Commissioner

12/19/2014
Date Issued



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: PHONE (A/C No.Ext): FAX (A/C No.Ext): E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Company of NA	43575
	INSURER C: ACE Fire Underwriters	20702
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 401036** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDO G27335573	06/30/2014	06/30/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____			ISA H08827084	06/30/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/>	N/A	WLR C48013715 - AOS WLR C48013727 - CA/MA/OR SCF C48013739 - WI WCU C48013740 - OH XS TNS C47870082 - TX NS XS	06/30/2014 06/30/2014 06/30/2014 06/30/2014	06/30/2015 06/30/2015 06/30/2015 06/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage -- For use for Republic Services, Inc. and all its subsidiaries.

CERTIFICATE HOLDER Evidence Only United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
	



ADDITIONAL REMARKS SCHEDULE

AGENCY POLICY NUMBER See First Page CARRIER See First Page	NAMED INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054 EFFECTIVE DATE:
NAIC CODE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

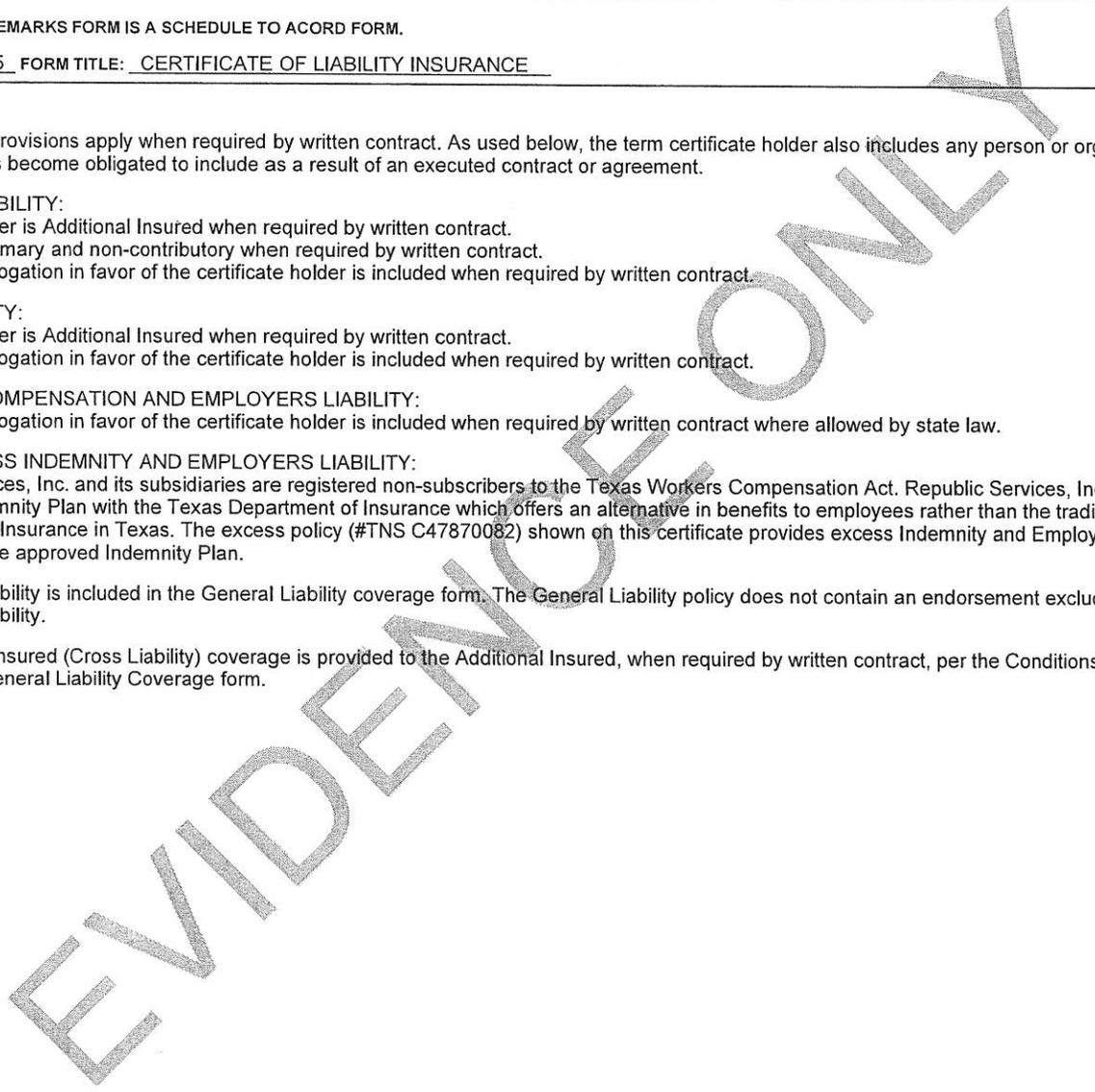
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C47870082) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form.





CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20005515 REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054	Period Specified Below <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">May 2014</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">May 2015</td> </tr> </table>	1st	DAY OF	May 2014	1st	DAY OF	May 2015
1st	DAY OF	May 2014					
1st	DAY OF	May 2015					

Subs

- 20005515-1 ALLIED WASTE SYSTEMS, INC
- 20005515-2 DEMPSEY WASTE SYSTEMS II, INC.
- 20005515-3 NOBLE ROAD LANDFILL, INC.
- 20005515-4 CECOS INTERNATIONAL, INC.
- 20005515-5 BROWNING FERRIS INDUSTRIES OF OHIO, INC
- 20005515-6 BFI WASTE SYSTEMS OF NORTH AMERICA, LLC
- 20005515-7 CHEROKEE RUN LANDFILL INC
- 20005515-8 CELINA LANDFILL, INC.
- 20005515-9 WILLIAMS COUNTY LANDFILL, INC.
- 20005515-10 COUNTY DISPOSAL (OHIO), INC.
- 20005515-11 REPUBLIC SERVICES OF KENTUCKY, LLC
- 20005515-12 REPUBLIC SERVICES OF OHIO HAULING, LLC

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Stephen Buehrer
Administrator/CEO



CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy No. & Employer 20005515 REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054	Period Specified Below <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">May 2014</td> </tr> <tr> <td style="text-align: center; border-bottom: 1px solid black;">1st</td> <td style="text-align: center; border-bottom: 1px solid black;">DAY OF</td> <td style="text-align: center; border-bottom: 1px solid black;">May 2015</td> </tr> </table>	1st	DAY OF	May 2014	1st	DAY OF	May 2015
1st	DAY OF	May 2014					
1st	DAY OF	May 2015					

- 20005515-13 REPUBLIC SERVICES OF OHIO I, LLC
- 20005515-14 REPUBLIC SERVICES OF OHIO II, LLC
- 20005515-15 REPUBLIC SERVICES OF OHIO IV, LLC
- 20005515-16 REPUBLIC SERVICES OF OHIO III, LLC
- 20005515-17 ALLIED WASTE NORTH AMERICA, INC.
- 20005515-18 REPUBLIC SERVICES OF INDIANA, LIMITED PARTNERSHIP
- 20005515-19 REPUBLIC SERVICES NATIONAL ACCOUNTS, LLC
- 20005515-20 COUNTY ENVIRONMENTAL LANDFILL, LLC
- 20005515-21 CARBON LIMESTONE LANDFILL, LLC
- 20005515-22 PORT CLINTON LANDFILL, INC.
- 20005515-23 REPUBLIC SERVICES OF NORTH CAROLINA, LLC

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Stephen Buehrer
Administrator/CEO

Recyclable Material Processing Facility Information

Republic Services Owned

Lorain County Resource Recovery Complex
43650 Oberlin – Elyria Road
Oberlin, OH 44074
Hours of Operation:
Monday – Friday 7:00 am to 5:00 pm
Saturday during holiday weeks or as needed
See attached recyclable material information
Facility Manager: Dan Schoewe
Phone: 440-774-8634

Individuals Responsible for Willoughby Hills Contract Implementation

Al Marino – General Manager
30 years plus experience

Brad Stautihar – Operations Manager
20 years experience

Kelly Griffith – Office Manager
30 years plus experience

Mike Parsons – Residential Collections Supervisor
10 years experience

Sub-Contractor Utilization

There will be no Sub-Contractors used on this contract

References

City of Eastlake
Current five (5) year contract for Solid Waste and Recyclable Material Collection

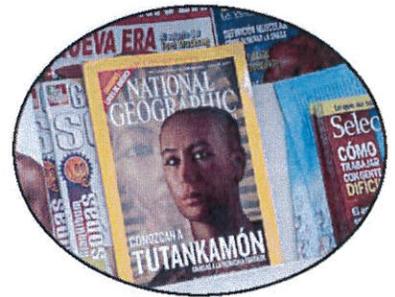
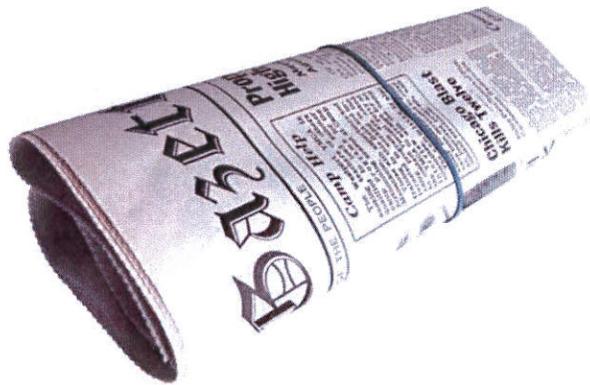
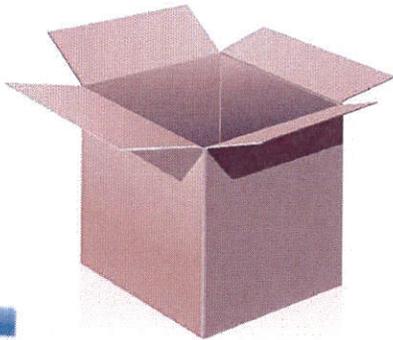
City of Mentor-On-The- Lake
Current ten (10) year contract for Solid Waste and Recyclable Material Collection

City of Willoughby Hills
Provided services for Solid Waste and Recyclable Material Collection during last five (5) years

Cart Information

Current Cart Sizes which meet City specifications will continue to be utilized for new contract

Recycling



Please see the reverse side for a list of items that can and can not be recycled.





Our newly expanded recycling complex in Oberlin.



Single-Stream Recycling Program

Acceptable Materials:

- Newspapers: The entire newspaper including inserts.
- Aluminum, steel, and bimetal: Food and beverage cans only.
- Glass: Food and beverage containers only.
- Plastic: Food and beverage containers marked with a #1 through #7 on them.
- Plastic: Detergent and soap containers marked with a #1 through #7 on them.
- Cartons / Aseptic containers: Milk, juice, etc
- Misc paper: Magazines, phone books, junk mail, cardboard.



Do not recycle:

- No Containers with excessive foods or liquids still in the container.
- No Containers that contained hazardous materials such as oil or anti-freeze.
 - No Shredded paper
 - No Styrofoam, aluminum foil, pie tins, Etc...
- No Light bulbs, Christmas lights, window glass, ceramics, china, etc...
- No Plastic wrap, plastic bags, toys, flowerpots, garden hoses, etc...
 - No Clothing, blankets, household linens, furniture, etc...
 - No Plastics not marked #1 through #7
- No Scrap metal, batteries, chains, car parts, pots & pans, knives, etc...
 - No needles, syringes, medical waste, or sharps.
 - No wood.
 - No yard waste.



1-800-433-1309



Kidder, Dave

From: Stautihar, Bradley
Sent: Thursday, February 26, 2015 1:05 PM
To: Kidder, Dave
Subject: Cleveland Residential Trucks List

2305 resi fel
2306 resi fel
2309 resi fel
2311 resi fel
2312 resi fel
2313 resi fel
2316 resi fel
2317 resi carrotto
2318 resi carrotto
2319 resi fel
2320 resi fel
2321 resi fel
2322 resi fel
2323 resi carrotto and does Willoughby Hills trash route
2368 resi fel
2512 ASL
2527 ASL and does the Willoughby Hills recycle route



We'll handle it from here.™

Bradley W. Stautihar Operations Manager

8123 Jones Road Cleveland, Ohio 44105

e bstautihar@republicservices.com

o 216-441-6300 Ext 7905

f 216-441-1181 w republicservices.com

Kidder, Dave

From: Stautihar, Bradley
Sent: Friday, February 27, 2015 8:59 AM
To: Kidder, Dave
Subject: Willoughby Hills

2323 yr. 2014 Mack LE613 residential carotto can for trash driver Allen Juker 16 years of service

2527 ASL yr. 2010 Mack LEU613 for recycling driver William Dent 14 years of service

RAYMOND C. SOMICH
President of Council

NANCY E. FELLOWS
Vice President of Council

VICTORIA ANN SAVAGE, CMC
Clerk of Council

City of Willoughby Hills

Council
CHRISTOPHER L. BIRO
DAVID M. FIEBIG
JENNIFER SOMMERS GREER
CHRISTOPHER HALLUM
JOHN PLECNIK

ORDINANCE NO. 2015 – 11

AN ORDINANCE ACCEPTING THE BID OF BROWNING-FERRIS INDUSTRIES OF OHIO, INC. (BFI) FOR THE CITY-WIDE TRASH AND RECYCLING PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Willoughby Hills on June 26, 2014, by motion, granted the Mayor authorization to advertise for bids for City-Wide Trash and Recycling Program; and

WHEREAS, the bids for the City-Wide Trash and Recycling Program were opened on February 27, 2015 and were reviewed by the Service Committee on March 2nd and March 9th; and

WHEREAS, it was the consensus of the Committee to request that an Ordinance be prepared to accept the bid as submitted by Browning-Ferris Industries of Ohio, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOUGHBY HILLS, COUNTY OF LAKE, STATE OF OHIO THAT:

SECTION 1. The Mayor is hereby authorized and directed to accept the bid as submitted by Browning-Ferris Industries of Ohio, Inc. of 8123 Jones Road, Cleveland, Ohio 44105, pursuant to the terms and conditions as identified in the *City of Willoughby Hills, Ohio Residential Municipal Solid Waste and Collection of Recyclables/Project Bid Specifications* and the *Addendum to City of Willoughby Hills, Ohio Residential Municipal Solid Waste and Collection of Recyclables (“Bid Documents”)* consisting a total of thirty (30) pages, referenced herein and attached hereto as the “Exhibit A”.

SECTION 2. The term of the contract shall be for five (5) years beginning **April 1, 2015 and ending March 31, 2020**. This contract may be renewed at the City’s option for a second five (5) year period beginning **April 1, 2020 and ending March 31, 2025** at the rates and terms specified in this bid. At the end of both the first or second five year period, the expired contract may be renewed on a month-to-month basis for up to six months at the option of the City.

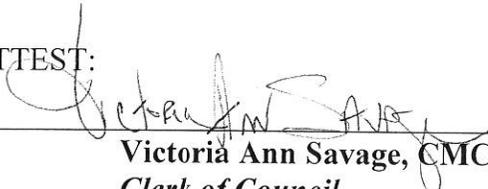
SECTION 3. The Director of Finance is authorized and directed to return all bid bonds to the unsuccessful bidders.

SECTION 4. The actions of this Council concerning and relating to the passage of this legislation were conducted in lawful meetings of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in compliance with all legal requirements including Chapter 107 of the Codified Ordinances of the City of Willoughby Hills.

SECTION 5. This Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willoughby Hills insofar as it provides for the usual daily operation of the City’s Service Department, and further reason being to allow the City to immediately accept the bid and enter into a contract with Browning-Ferris Industries of Ohio, Inc. (BFI) effective April 1, 2015 thereby providing the residents with a reduced monthly cost for solid waste collection; wherefore this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

PASSED: March 12, 2015

Submitted to the Mayor for his approval
on this 12 day of March, 2015

ATTEST:


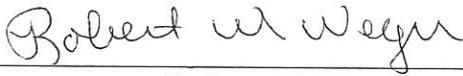
Victoria Ann Savage, CMC
Clerk of Council



Raymond C. Somich
President of Council

Approved by the Mayor

March 12, 2015



Robert M. Weger
Mayor

ADDENDUM
TO
CITY OF WILLOUGHBY HILLS, OHIO RESIDENTIAL MUNICIPAL SOLID WASTE AND
COLLECTION OF RECYCLABLES ("BID DOCUMENTS")

This Addendum (the "Addendum") to the Bid Documents is entered into as of the ____ day of March 2015 ("Effective Date"), by and between Browning-Ferris Industries of Ohio, Inc. d/b/a Allied Waste Services of Cleveland // Republic Services of Cleveland ("Contractor") and City of Willoughby Hills ("The City"), (collectively referred to herein as the "Parties" and individually as a "Party").

WHEREAS, the Contractor desires to participate into the bid of City of Willoughby Hills ("Bid") to provide monthly collection and disposal of municipal solid waste for single family residential homes.

AND WHEREAS, the undersigned Parties desire to amend the Bid Documents in certain respects by way of this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Except as specifically provided in this Addendum, each and every provision of the Bid Documents, as amended through the date hereof, remains, and is, in all respects, in full force and effect.
2. The correct legal entity to sign the contract resultant to the Bid Documents and perform the services for Contractor is *Browning-Ferris Industries of Ohio, Inc. d/b/a Allied Waste Services of Cleveland Republic Services of Cleveland*; hence all references to Contractor in the Bid Documents shall mean and refer to *Browning-Ferris Industries of Ohio, Inc. d/b/a Allied Waste Services of Cleveland Republic Services of Cleveland*.
3. **Section 9, 'Bonds and Insurance', Pages 10-12:** The following changes are hereby made in this section:
 - Insertion of the word "reasonable" before the word "acceptable" in fifth line, subsection 9.1, Page 10;
 - Replace the words "contain the following...given the certificate holder" with the words "be supplemented with a Notice of Others Endorsement that will provide thirty(30) days written notice in the event of cancellation and/or material change" from last line of paragraph one and paragraph two, subsection 9.1, Page 10;
 - Deletion of the words "or material change" in first line, paragraph 3, subsection 9.1, Page 10;
 - Deletion of the words "named" in second line, subsection 9.4, Page 11;
 - Insertion of the words "through additional insured endorsement" at the end of subsection 9.4, Page 11;
 - Deletion of the words "changed or" in second line, subsection 9.5, Page 11.
4. A new section titled, "Title to Waste," should be inserted as Section 12 to be read as follows:

"Section 12 - Title to Waste

Title to and liability for any Unacceptable waste shall at no time pass to Contractor. Contractor may, in its sole discretion, reject any Unacceptable waste provided by the City of Willoughby."
5. **FULL AND COMPLETE HOLD HARMLESS AND FULL INDEMNIFICATION, Page 27:** The words "my participation in the" are hereby deleted from second line, second paragraph of this Page and replaced with the words "sole negligence or willful misconduct of Contractor in the collection of".

Further, the words "by me arising out of my activities" are hereby deleted from last line, third paragraph of this Page and replaced with the words "by sole negligence or willful misconduct of Contractor".

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first set forth above.

CITY:

CONTRACTOR:

CITY OF WILLOUGHBY

BROWNING-FERRIS INDUSTRIES OF OHIO,
INC.

By: Robert M. Weger
Its: Mayor
Print Name: Robert M. Weger

By: Alan R. Marino
Its: GENERAL MANAGER
Print Name: ALAN R. MARINO