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LEGAL NOTICE

Sealed bids will be received at the office of the City Clerk of the City of Worthington, 6550 North High Street, Worthington, Ohio, until 12:00 Noon, November 1, 2011, for furnishing to said City:

Municipal Solid Waste, Recyclables and Yard Waste Collection Services in accordance with specifications on file in the office of the City Clerk.

Specifications and bid documents can be obtained at the office of the City Clerk, 6550 North High Street, Worthington, Ohio, 43085 from 8:00 AM to 5:00 PM (local time) Monday through Friday, excepting those days recognized by the City of Worthington as legal holidays, until the time of bid opening.

Each bid shall be submitted in a sealed opaque envelope, plainly marked
"COLLECTION SERVICES BID".

The City of Worthington reserves the right to select the bid deemed most advantageous to the City, to waive irregularities that do not affect the substance of bid specifications, and to reject any or all bids.

Questions concerning bid specifications should be directed to: Department of Public Service, ATTN: Robert Chandler, Assistant to the Director, Phone. No. (614) 431-2425.

Each bidder will be required to submit a completed Statement of Qualifications, Bid Guaranty, Non-Collusion Affidavit, and Bid Proposal Form for a bid to be considered complete.

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

Matthew Greeson
City Manager
City of Worthington, Ohio

Date: October 4, 2011

October 11, 2011

Publish:
THE COLUMBUS DISPATCH

OVERVIEW OF THE INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS

The City of Worthington, OH issues this Invitation to Bid for the purpose of obtaining Bids for Solid Waste Collection Services. Capitalized terms used throughout this Overview of the Invitations to Bid and Instructions to Bidders and attached Bid Documents are defined in Exhibit B, Definitions.

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

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

The City of Worthington is a northern suburb of the City of Columbus, Ohio located inside Interstate-270. The area of Worthington is approximately 5.5 sq. miles, with (approximately) 5127 households, with a population of approximately 14,000. The Village of Riverlea is adjacent to Worthington along a portion of the southwestern boundary of the City. There is an annexation petition pending which, if approved by the Worthington and Riverlea voters on November 8, 2011, would add new Riverlea households (236) to Worthington and bring the total number of Worthington households to approximately 5363.

Worthington is a City Manager form of government with a Solid Waste Collection and Disposal Program under the supervision of the Director of Public Service. The City of Worthington generates approximately 5000 tons of garbage, 1600 tons of recyclable materials, and 1800 tons of Yard Waste annually.

Bidders for the Collection Services must submit the cost of the Collection Services for a not-to-exceed price per Residential Unit per month based upon the number of Residential Units to be served. The price shall include the cost of collection and provision of containers at Municipal Facilities and during the identified Special Events. Bids for Collection Services shall be inclusive of all costs for collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste including the tipping fee, if any, at the City Designated Facilities or as a rate and charge for disposal at the Franklin County Sanitary Landfill. The rate and charge for disposal at the Franklin County Sanitary Landfill shall include all Governmental Fees, and is scheduled to be \$42.75 per ton as of January 1, 2012, per SWACO Resolution No. 130-10, as adopted by the SWACO Board of Trustees on September 29, 2010.

Bidders are required to submit a Bid Bond, and the Successful Bidder will be required to submit a Performance Bond in the amount of \$100,000. The City of Worthington reserves the right to reject any Bid that is unresponsive or conditional, and/or waive any and all nonconformities or

irregularities contained in the Bid that do not affect price. Such right shall be at the sole discretion of the City of Worthington.

Bid Submission Process. Copies of the Bid Documents are on file and may be obtained from the City of Worthington Municipal Building 6550 N. High St., Worthington, OH 43085, where they are available for inspection and/or may be obtained by prospective Bidders. Copies of the Bid Documents may also be obtained as provided by the City of Worthington's public records policy. All Bids shall be: (a) submitted on the appropriate Bid Forms contained in the Bid Documents; (b) contain all information and documentation as required by the Bid Documents; and (c) be returned in a sealed opaque envelope or package, hand-delivered or mailed to:

Office of the City Clerk
6550 N. High St.
Worthington, OH 43085

The City of Worthington will receive sealed Bids for Collection Services until 12:00pm on November 1, 2011, which will be publicly opened and read aloud at that place and time. By the submission date, Bidders must submit one (1) Original and three (3) duplicate copies of the Bid in a sealed, opaque envelope or package clearly marked "COLLECTION SERVICES BID". Bids will be considered valid until one hundred eighty (180) days after the Bid Opening Date, whether accepted or rejected.

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

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

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

The City of Worthington invites bids or proposals for optional Solid Waste and Recyclable Material container rental or purchase by individual Residents. Optional bids or proposals may be submitted for both the rental and purchase of wheeled waste containers or carts for Solid Waste, and wheeled waste containers or carts for Recyclable Materials. The rental price shall be the same price per month for all months in each term of the Collection Agreement. Rented collection

containers will be returned to the Bidder at the conclusion of the Collection Agreement. The purchase price shall be billed to the Resident, and amortized equally for all months in each term of the Collection Agreement. Containers purchased by the Residents will not be returned to the Bidder at the conclusion of the Collection Agreement. Residential collection containers must be warranted for merchantability and fitness for use for collection of residential Solid Waste and Recyclable Materials for not less than ten (10) years.

Should any Bid or Bids be accepted, Bid Bonds will be returned to the Successful Bidder upon proper execution of the required agreement(s) and delivery and acceptance of the required Performance Bond. Bid Bonds will be returned when the required agreement(s) have been executed by the Successful Bidder(s) and the City of Worthington has accepted the required Performance Bond from the Successful Bidder; or when any Bid is, or all Bids are, rejected.

The City of Worthington will award a contract that it determines to be the lowest price and best Bid for Collection Services. The City of Worthington reserves the right to waive irregularities or nonconformities that do not affect the price or any material term as contained in the Bid Documents, and to accept or reject any or all bids.

SCHEDULE

October 4, 2011	Public Notice Advertisement for Collection Services
October 11, 2011	Second Public Notice Advertisement for Collection Services
October 25, 2011	Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Collection Services
November 1, 2011	Bid Submission Deadline for Collection Services at 12:00PM.
November 9, 2011	Announcement of Successful Bidder to provide Collection Services
November 18, 2011	Return of Agreements and Performance Bonds for Collection Services
December 1, 2011	Return of Implementation Plan
January 1, 2012	Commencement of Collection Services for City of Worthington

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

After receiving the Bids, the City will review all Bids and recommend a Successful Bidder for Collection Services to the Worthington City Council. The City shall execute an agreement with the Successful Bidder, substantially in the form of the agreement contained in the Bid Documents. Bidders are advised that the City reserves the right to reject any and all Bids and waive any non-conformities or irregularities that do not affect the price or any material obligation of the Bidder. In the event that all Bids are rejected, the City may proceed with another Bid Process to obtain any or all of the Collection Services.

In the alternative, the City reserves the right to reject any and all Bids and opt in, if applicable and authorized by Ohio Revised Code section 9.48, to the current contract of the City of Whitehall, with permission from the City of Whitehall and its service provider. Ohio Revised Code section 9.48 states, in part, that “[n]o political subdivision shall acquire equipment, materials, supplies, or services by participating in a contract under this section if it has received bids for such acquisition, unless its participation enables it to make the acquisition upon the same terms, conditions, and specifications at a lower price.”

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

- (1) Bidder has read and understands the Bid Documents;
- (2) Bidder will provide the Collection Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Collection Services;
- (3) Bidder and Bidder’s agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee of the Bidder.
- (4) Bidder has prepared an implementation plan consistent with the outlined requirements, and the deadlines and schedule will be achievable.

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

1. LEGAL NOTICE TO BIDDERS
2. OVERVIEW OF THE INVITATION TO BID AND INSTRUCTIONS TO BIDDERS
3. GENERAL BID DOCUMENTS
 - QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
 - W-9 FORM
 - CORPORATE AFFIDAVIT
 - NON-COLLUSION AFFIDAVIT FOR COLLECTION SERVICES
 - DECLARATION OF MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

- BID BONDS FOR COLLECTION SERVICES AGREEMENT
- PERSONAL PROPERTY TAX AFFIDAVITS FOR COLLECTION SERVICES
- NOTICES OF AWARD FOR COLLECTION SERVICES
- NOTICES TO PROCEED FOR COLLECTION SERVICES
- EXHIBIT B, DEFINED TERMS

4. COLLECTION SERVICES AGREEMENT

- BID FORM
- PERFORMANCE BOND
- OTHER ATTACHEMENTS

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

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

Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such Bid) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each Bid by a corporation must include the Corporate Affidavit. Each corporate Bidder must also submit evidence of good standing in the Bidder's state of incorporation and that the Bidder is qualified to conduct business in the State of Ohio. If the Bidder is not qualified to conduct business in the State of Ohio, the Bidder must represent and warrant to the City of Worthington that the Bidder will take all necessary steps to qualify to conduct business in Ohio, should the Bidder become a Successful Bidder. The failure of the Bidder to submit evidence of its qualification to conduct business within the State of Ohio within fourteen (14) days of Notice of Award shall terminate the award and surrender the Bid Bond(s) or other bid security to the City of Worthington. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the Bid must accompany the Bid. The official address of the partnership must be shown below the signature.

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

Each Bidder shall execute and submit the Non-Collusion Affidavit, the Personal Property Taxes Affidavit, and the Declaration of Material Assistance/Non-Assistance to a Terrorist Organization at the time of submitting its Bid. Each Bidder shall complete and attach a Qualifications and Financial Capability Statement, explaining in detail the experience of the Bidder in performing work similar to the Collection Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise performance of the Collection

Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Bidder. The City of Worthington reserves the right to request additional information with respect to the qualifications and financial condition of any and all Bidders, their subcontractors or personnel, which must be provided to the requesting party in writing within five (5) days of any such request.

Each Bid shall be accompanied by a separate Bid Bond or other Bid security acceptable to the City of Worthington in the amount of \$15,000 as a guarantee that if the Bid is accepted, the applicable Agreement will be executed by the Bidder with the City of Worthington. The Bid Bonds of all Bidders shall be returned when the City of Worthington has executed an Agreement for the Collection Services with a Successful Bidder and has been furnished the necessary Performance Bond, or when all Bids have been rejected.

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

Consideration of Bids. All Bids received in conformity with the Legal Notice to Bidders and the specifications shall be considered as soon as practicable and become a public record. An abstract of the Bids will be made available after the opening of Bids. The City of Worthington shall first determine the lowest and best Collection Services Bid. The City of Worthington will award the Collection Services designation, and provide information regarding the award to all Bidders.

Conditional Bids will not be accepted. Bidders must disclose any and all exceptions to the Agreement and provide proposed substitute or revised language for any such exception to avoid a determination by the City of Worthington that any such exception is a conditional Bid. The City of Worthington will not accept any alternative contract language that affects price.

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

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

The City of Worthington will evaluate and select the lowest and best Bidder for the Collection Services. The City of Worthington will deliver Notices of Award within 30 days of approval by City Council. When the City of Worthington sends such Notice of Award to the Successful Bidder, the City of Worthington will forward at least two (2) unsigned counterparts of the appropriate agreement(s). Within ten (10) days thereafter, Successful Bidders shall sign and deliver to the City of Worthington at least two (2) counterparts of such agreement. Within

fifteen (15) days thereafter, the City of Worthington will deliver one (1) fully signed counterpart of such agreement to the Successful Bidder. If the Successful Bidder fails to execute and return the agreement within ten (10) days of receiving a Notice of Award, then the City of Worthington, at its option, may determine that the Bidder has abandoned the agreement. The City of Worthington may then determine that the Bid is null and void, and the Bid Bond or other acceptable Bid security accompanying the Bid shall be forfeited to and become the property of the City of Worthington.

The Collection Services Agreement, if awarded, will be awarded to the Bidder submitting the lowest and best Bid considering all options and considering such factors, including but not limited to, the cost per Residential Unit per month. Notwithstanding these provisions, the City of Worthington reserves the right to negotiate agreement terms, as permitted by law, with the Bidder determined to be lowest and best and the right to accept or reject any or all Bids.

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

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

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

Bidders for the Collection Services Agreement must also submit bid prices to perform direct billing services; Chlorofluorocarbon (CFC) removal; and provide a per pull charge for each additional pull of open top roll-off containers of up to thirty (30) yards capacity and up to forty (40) yards capacity (over and above the specified number of pulls provided per the agreement). Bidders for the Collection Services Agreement may provide optional bid prices for Carry-out Collection Services; and a per Residential Unit per month surcharge for the rental or purchase of 96 gallon, 64 gallon, and 32 gallon Solid Waste and Recyclable Materials collection containers.

Bidders shall include any governmental fees that are applicable at the time of the bid opening date as part of the Bid amount. The rate and charge for disposal at the Franklin County Sanitary Landfill shall include all Governmental Fees, and is scheduled to be \$42.75 per ton as of January 1, 2012, per SWACO Resolution No. 130-10, as adopted by the SWACO Board of Trustees on September 29, 2010. Any and all governmental fee increases for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the City-Designated Recycling Services and Yard Waste Services Facilities occurring after the bid opening and during any term of the agreement shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or the Solid Waste Authority of Central Ohio. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill shall be passed on by the Collection Contractor. The Collection Contractor shall give the City of Worthington and Residents as much notice as is practicable before adjusting for governmental fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference \div 12
For Recyclable Materials Processing: (1/3) (per ton price difference) \div 12
For Yard Waste Composting: (1/5) (per ton price difference) \div 12

The baseline for determining whether an adjustment is permitted or required due to an increase or decrease in governmental fees and/or an increase or decrease in a rate or charge for disposal of Solid Waste at the Franklin County Sanitary Landfill shall be the price of the governmental fees and rate or charge as of January 1, 2012. That is, Bidders should not include any proposed, anticipated or pending but not-yet-enacted change in governmental fees or rate or charge in the submittal of Bids. The rate and charge for disposal at the Franklin County Sanitary Landfill shall include all Governmental Fees, and is scheduled to be \$42.75 per ton as of January 1, 2012, per SWACO Resolution No. 130-10, as adopted by the SWACO Board of Trustees on September 29, 2010.

Fuel Price Adjustment Term. The City of Worthington understands and appreciates that the cost of fuel will likely be variable throughout the length of the contract term. However, in order to best evaluate Collection Services Bids, the City has proposed a single Fuel Price Adjustment provision contained in the attached Agreements, which Bidders must accept. Alternative proposed fuel price adjustment formulas submitted by Bidders will be considered to be alternative bids, and not conditional Bids, and are permissible.

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

and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided herein; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, and so on).

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

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of each quarter (quarters being January through March, April through June, July through September, and October through December) of the contract period, when the price per gallon of diesel fuel, as published by the EIA each Monday, or Tuesday when Monday is a Federal Holiday, has changed by an average amount during the preceding quarter of at least twenty-five cents more or less (\$0.25) per gallon from the base price, averaging each week in the quarter. Each twenty-five cent incremental (\$0.25) change in the average price per gallon of diesel fuel, when compared with the base price per gallon for diesel fuel, shall adjust the per Residential Unit fee as follows:

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

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

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

1) If the successful Bidder does not already possess sufficient capital equipment to perform the Collection Services, including but not limited to collection vehicles and required collection containers, a proposed order date, if any, for purchase of capital equipment, including the name of the specific manufacturer or seller (if not directly from the manufacturer), contact

information for the seller, including a telephone number, and estimated delivery date. The successful Bidder is advised that the City will contact the seller/manufacture to verify that all conditions precedent to the delivery of the capital equipment have been satisfied by the successful Bidder, if necessary.

2) On or before December 1, 2011, the successful Bidder shall furnish to the City of Worthington for approval: (a) planned collection routes including a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste, and their beginning and ending points; (b) confirmation of the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City; (c) a proposed copy of the written notice that shall be provided to each Residential Unit by U.S. mail explaining the procedures and obligations of each Residential Unit receiving Collection Services, and detailing the requirements for the non-subscription collection of Recyclable Materials and Yard Waste for processing, if applicable; and (d) if applicable, a description of the operation of any subscription program for Yard Waste and Recyclable Materials collection, and a copy of any notice to be sent by U.S. mail offering such services to each Residential Unit.

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

4) A description of the plan to handle Resident calls in the event that problems arise during any transition to a successful Bidder other than the current vendor for the Collection Services in the City of Worthington. The plan must outline, with specificity, how the successful Bidder will respond to problems, including but not limited to: missed collections, damage to a Resident's collection containers, spills and required cleanups, mailing of initial and replacement notices to Residents detailing the requirements for the placement of collection containers (including curbside and Carry-out locations) and the acceptable materials that may be placed in collection containers. The successful Bidder is to assume that there will be a significant volume of Resident calls during the first month of the Collection Services. Thereafter, the successful Bidder may implement a plan to handle Resident calls on a routine basis.

Collection Containers. The Collection Contractor shall provide each Residential Unit receiving Collection Services with one (1) eighteen (18) gallon recycling container at no additional charge. The Collection Contractor shall provide a second, like recycling container to each Residential Unit at no additional charge upon the request of a Resident, or the City. The Collection Contractor shall also replace lost or damaged containers at the request of a Resident or the City.

Additionally, Bidders are advised that rental or purchase of wheeled collection containers by individual Residents from a Collection Contractor will be strictly optional. The City of Worthington may procure or provide Solid Waste and/or Recyclable Materials collection containers for Residential Units during the term of the contract. However, for as long as the City allows Residents to provide their own collection containers, Bidders shall collect such Resident-provided collection containers.

Proposals for the Collection Contractor to provide collection containers to individual Residential Units should offer the Residents a choice to either purchase or rent collection containers. The rental price shall be the same price per month for all months in each term of the Collection Agreement. Rented collection containers will be returned to the Bidder at the conclusion of the Collection Agreement. The purchase price shall be billed to the Resident, and amortized equally for all months in each term of the Collection Agreement. Containers purchased by the Residents will not be returned to the Bidder at the conclusion of the Collection Agreement. Residential collection containers sold by Bidders must be warranted for merchantability and fitness for use for collection of residential Solid Waste and Recyclable Materials for not less than ten (10) years. The monthly purchase or rental price may be directly billed to the City if the City elects to purchase or rent the collection containers for its Residents. Otherwise, Bidders must invoice Residents who rent or purchase collection containers directly. Prices for residential collection containers should be offered for 96 gallon, 64 gallon and 32 gallon collection containers equipped with lids.

Volume/Estimated Households and Tonnage. The estimated number of households in the community is 5127, with annual Solid Waste tonnage averaging 5000, Yard Waste tonnage averaging 1800, and Recyclables tonnage averaging 1600 (three year average). This information is provided for the Bidder's convenience only. The actual number of Residential Units and actual tonnage will vary over the course of the contract period. The City of Worthington, OH does not guarantee the accuracy of this data. The Successful Collection Services Bidder acknowledges that the City of Worthington makes no commitment that any specific amount of Solid Waste, Yard Waste or Recyclable Materials to be collected.

Potential Annexation of the Village of Riverlea into the City of Worthington.

The Village of Riverlea is adjacent to Worthington along a portion of the southwestern boundary of the City. There is an annexation petition pending which, if approved by the Worthington and Riverlea voters on November 8, 2011, would add new Riverlea households (236) to Worthington and bring the total number of Worthington households to approximately 5363.

Terms. The Collection Service Agreement will be accepted for terms of three (3) years with an option to extend the term for two consecutive one-year terms, or five (5) years with no option for extension. The Bid price must be the same price for each month of the selected term for the Collection Services. The Bid price may be adjusted later as authorized for changes in governmental fees; SWACO-approved changes in the rates and charges at the Franklin County Sanitary Landfill; and fuel adjustments. The commencement date of the Agreement for Collection Services will be no earlier than January 1, 2012.

Questions. No interpretation of the meaning of the Instructions to Bidders or Bid Documents will be made to any Bidder orally. A written request for an interpretation of the Bid Documents may be addressed to Rob Chandler at 380 Highland Ave., Worthington, OH 43085 or e-mailed to rchandler@ci.worthington.oh.us. Any such written request for interpretation must be received by October 25, 2011 to be given consideration and to ensure sufficient time for the City of Worthington to issue a response. Any interpretation or supplemental instructions will be in the form of a written addendum to the Instructions to Bidders and Bid Documents which, if issued, will be faxed or e-mailed to all prospective Bidders (at the respective fax numbers or e-mail

addresses required to be furnished for such purposes), at least two (2) days prior to the Bid submission deadline. Failure of any Bidder to receive any such interpretation or addendum shall not relieve such Bidder from any obligation under their Bid as submitted. Any addendum issued shall become part of the Bid Documents and will be available for inspection in the same manner as the original Bid Documents.

The Bidder is required to state in detail, in the space provided below and on attached sheets if necessary, the Bidder's qualifications, references (at least two), and experience in supplying the Collection Services , in order to enable the City of Worthington to judge the responsibility, experience, skill, and financial good standing of the Bidder.

[illegible]

BY: _____

TITLE: _____

W-9

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

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

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CORPORATE AFFIDAVIT

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

STATE OF OHIO

COUNTY OF _____; ss:

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

Street Address/City/State/Zip Code

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

Name of Corporation

AFFIANT further says that:

Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Name of Agreement

for said Corporation by virtue of:

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

Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 201__

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

State of Ohio

County of _____

BID Identification: Collection, Transportation and Delivery for Disposal or Processing of Residential Solid Waste, Recyclable Materials and Yard Waste.

CONTRACTOR _____,
(Name)

being first duly sworn, deposes and says that he is _____ of
(sole owner, a partner, president, etc.)

(company name)

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

Signed: _____

Subscribed and sworn to before me this
_____ day of _____, 201__

Seal of Notary

Notary Public

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038).
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO **NOT** SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE ()		WORK PHONE ()		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE ()
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

APPLICANT SIGNATURE

DATE

BID BOND FOR COLLECTION SERVICES

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of _____, 2011, submit a Bid to the Obligee for the Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units within and by the City of Worthington including certain Special Events conducted within the Obligee ("Collection Services").

NOW, THEREFORE, if the Collection Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Collection Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Collection Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Collection Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Collection Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of there use, are defined in Bid Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bid Bond under their several seals, if any, this _____ day of _____, 2011, by their respective representatives, pursuant to authority of their respective governing bodies.

(Name of Principal)*

(Affix Corporate Seal)

By: _____
Its: _____

Address: _____

(Name of Corporate Surety)*

(Affix Corporate Seal)

By: _____
Its: _____

Address: _____

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Affix Corporate Seal)

PERSONAL PROPERTY TAXES AFFIDAVIT
(ORC 5719.042)

STATE OF OHIO

COUNTY OF _____, ss:

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

Title and Name of Company

and that he/she or _____

Name of Company

was:

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

(OR)

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

FURTHER AFFIANT saith naught:

COMPANY

AFFIANT AND TITLE

Sworn to before me, a Notary Public, this _____ day of _____, 201__.

Notary Public

My Commission Expires:

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste. Unless extended, the term of the Collection Agreement shall commence 12:01 a.m., the _____ day of _____, 201__, and expire at midnight, the _____ day of _____, 201__.

The City of Worthington, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your bid to provide Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste has been accepted.

You are required by the Instructions to Bidders to execute the Collection Agreement within ten (10) calendar days from the date of this notice to you. If you fail to execute said Collection Agreement within ten (10) days from the date of this Notice of Award, the City of Worthington will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned. The City of Worthington will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of the NOTICE OF AWARD to the within ten (10) calendar days.

Dated this _____ day of _____, 201__.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

this _____ day of _____, 201__.

By: _____

Title: _____

NOTICE TO PROCEED

To: _____

PROJECT DESCRIPTION: Collection, Transportation and Delivery for Disposal or Processing of Solid Waste, Recyclable Materials and Yard Waste. Unless extended, the term of the Collection Agreement shall commence 12:01 a.m., the _____ day of _____, 201__, and expire at midnight, the _____ day of _____, 201__.

You are hereby notified to commence the Collection Services in accordance with the Collection Agreement dated _____, 201__, on or about the _____ day of _____, 201__, and you are to continue to provide the Collection Services until midnight, the _____ day of _____, 201__.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____ this
_____ day of _____, 201__

By: _____

Title _____

EXHIBIT B

Defined Terms

City of Worthington: a political subdivision, located within the jurisdiction of the Solid Waste Authority of Central Ohio and engaging in Bid Process to obtain Collection Services and to request proposals for optional services. Herein referred to as City.

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

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

Bid Documents: the documents prepared and furnished by the City of Worthington inviting bids to obtain the Collection Services and requesting proposals for optional services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to the agreement included in the Bid Documents upon which a Bidder shall submit its per Residential Unit per month bid price for Collection Services; its per Residential Unit per month bid price for direct billing services; the per Residential Unit per month bid price for optional Carry-Out Collection Services; the bid price for Chlorofluorocarbon (CFC) removal; the per pull charge for additional pulls of thirty (30) or forty (40) yard capacity open top roll-off containers; the per Residential Unit per month bid price for the purchase or rental of 96, 64, or 32 gallon collection containers .

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

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

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

City -Designated Facilities: the facilities where all City -generated Recyclable Materials must be delivered.

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

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

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

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street.

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

Effective Date: the date of execution of the agreement for the Collection Services and/or Optional Services.

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

Invitation to Bid: the request of the City of Worthington to secure the Required Services.

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

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

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

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

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

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

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

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

Residential Unit or Units: all residential dwellings within the corporate limits of the City of Worthington occupied by a family unit, including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

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

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

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

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

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

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

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

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

THIS AGREEMENT for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste ("Collection Services") generated within the City of Worthington, Ohio (the "Collection Agreement") entered into this ____ day of _____, 2011, is by and between the City of Worthington Ohio (the "City"), with its offices located at 6550 N High St. Worthington, OH and _____ ("Contractor"), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio _____.

RECITALS

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

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

WHEREAS, on October 4, 2011, and on October 11, 2011, the City of Worthington, as part of a Bid Process of the City of Worthington located within the jurisdiction of the Solid Waste Authority of Central Ohio, invited through advertisement in the Columbus Dispatch qualified providers of the Collection Services to submit bids to provide such Collection Services on the terms and conditions contained herein; and

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

WHEREAS, on November 9, 2011, following the official opening of the bids by the City of Worthington and consideration of bids for Collection Services, the City of Worthington has determined that the Contractor is qualified to provide the Collection Services to the City of Worthington and approved the award of the Collection Agreement to the Contractor; and

WHEREAS, Solid Waste shall be delivered to the Franklin County Sanitary Landfill, owned and operated by the Solid Waste Authority of Central Ohio (“SWACO”); the City of Worthington has selected Rumpke of Ohio, Inc. to provide Recycling Services, so Recyclable Materials shall be delivered to 1191 Fields Ave., Columbus, OH 43201; and Yard Waste may be delivered to any Yard Waste Services provider that has a contract with SWACO; and

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

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

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

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

ARTICLE I – DEFINED TERMS

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

ARTICLE II — AGREEMENT, TERM & RENEWAL TERMS

- 2.1 **Agreement and Independent Contractor Status.** The City of Worthington hereby authorizes the Contractor and the Contractor hereby accepts such authorization, on an exclusive basis and as an independent contractor, to collect, transport, and deliver for disposal or processing, Solid Waste, Recyclable Materials and Yard Waste generated at Residential Units, City of Worthington Facilities and during certain Special Events within the City of Worthington.
- 2.2 **Effective Date and Term.** This Collection Agreement shall be effective on the date of last execution. The initial term of this Collection Agreement shall be for _____ (__) years, beginning on _____ (date), and terminating on _____ (date).
- 2.3 **Renewal Terms.** This Collection Agreement may be renewed for two (2) additional consecutive terms of up to one (1) year each upon such terms and conditions as the parties mutually agree, provided the cost for the Collection Services does not exceed the prices reflected on the Bid Form, attached as Exhibit A.
- 2.4 **Implementation Plan.** From and after the Effective Date, the Contractor shall submit proof that the benchmarks identified in the implementation plan, which is attached as

Exhibit C and incorporated by reference, have been met. The Contractor shall certify: (a) compliance with the benchmarks which include, but are not limited to, the purchase of sufficient vehicles, collection containers and equipment to perform; (b) that Contractor's employees have completed training and driven the City of Worthington Collection Routes; (c) that City -approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any Contractor-provided collection containers is complete; and (e) that the Contractor has delivered to the City proof of insurance, proof of workers' compensation coverage and the required Performance Bond, which is attached as Exhibit D and incorporated by reference. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Collection Services have been satisfied by the dates stated on the implementation plan submitted by the Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR

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

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

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

- 3.3 Contractor's Office and Telephone.** The Contractor shall maintain an office in Franklin County, Ohio, or in an adjacent county, and telephone service with a non-toll telephone number from the City, which shall be manned by a live operator and a supervisor on working days from 7:00 a.m. to 7:00 p.m. to receive any complaints or calls regarding the Collection Services from a Resident or the City. The Contractor shall also maintain an emergency contact number which is available 24 hours per day, seven (7) days per week.
- 3.4 Contractor Ability to Communicate with Vehicles in the Field.** The Contractor shall maintain two-way radio or cellular telephone service with the drivers of all vehicles used to provide Collection Services within the City, so that the Contractor may communicate with the drivers in order to expedite the Contractor's response to complaints regarding the Collection Services.
- 3.5 Employee Training.** The Contractor shall provide training in operations, approved collection routes, safety practices, use of employee uniforms and conduct for all employees involved in providing the Collection Services.
- 3.6 Recyclable Materials Collection Containers.** The Contractor shall collect all Recyclable Materials from each Residential Unit from a City or Contractor-provided collection container for Recyclable Materials, or from any other collection container used by a Resident for Recyclable Materials, provided that a collection container for Recyclable Materials can be readily identified by the driver of the collection vehicle or the collection container is clearly marked as containing Recyclable Materials. The Contractor shall provide each Residential Unit receiving Recycling Services with one (1) eighteen (18) gallon recycling container at no additional charge. The Contractor shall provide a second, like recycling container to each Residential Unit at no additional charge upon the request of a Resident or the City. The Collection Contractor shall replace lost or damaged collection containers at the request of a Resident or the City. The Contractor may offer to sell or rent a 32, 64, or 96 gallon wheeled collection container for Recyclable Materials to Residents at the price stated on Exhibit A.
- 3.7 Solid Waste and Yard Waste Collection Containers.** Unless otherwise agreed, Residents shall provide collection containers for Solid Waste and Yard Waste. In the event that the City does not supply collection containers to its Residents, the Contractor may offer to sell or rent a Recyclable Material collection container to the Residents at the

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

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

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

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

ARTICLE IV — CONTRACTOR'S CONDITIONS OF RESIDENTIAL UNIT COLLECTION

- 4.1 Collection Routes and Day of Collection.** On or before December 1, 2011, the Contractor shall furnish the City, for approval by the City: (a) collection routes consisting of a route map, showing the individual routes for the collection of Solid Waste, Recyclable Materials and Yard Waste and their beginning and ending points: (b) confirming the weekday on which all Residential Solid Waste, Recyclable Materials and Yard Waste will be collected within the City (collection of Residential Solid Waste and Recyclable Materials shall be on the same weekly schedule, as set forth in the collection day and route schedule provided by the Contractor and approved by the City.) The Contractor shall not change the day of collection without written approval by the City. In the event such a change is approved by the City, written notice of such approved change must be provided to each affected Residential Unit at least ten (ten) days prior to the new collection day. The City retains the right to adjust the collection routes submitted by the contractor to provide for public convenience and safety. The Contractor shall perform the Collection Services using the final City-approved Collection Routes.
- 4.2 Holidays.** Holidays that may be observed by the Contractor include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. In any week containing an observed holiday, the day of collection may be moved to the day immediately following the regular day of collection. The Contractor shall resume the regular schedule the following week.

- 4.3 Starting and Ending Time.** Collection of Solid Waste, Recyclable Materials and Yard Waste shall occur between 6:00 a.m. and 6:00 p.m. on the day designated for collection. In the event the City notifies the Contractor that the Contractor has violated the permissible hours of collection three or more times in any ninety (90) day period, except for the purposes of picking up missed collections as set forth above, the City may, at the City's discretion, withhold two hundred dollars (\$200.00) per occasion from the monthly payment due to Contractor, including the first three occasions, as provided in 6.1.
- 4.4 Notice to Residential Units.** No later than ten (10) days prior to the first date of the Collection Services and semi-annually thereafter during the term, the Contractor, at the Contractor's expense, shall provide written notice to each Residential Unit by letter delivered by U.S. mail listing the procedures and obligations of the owner or tenant of each Residential Unit receiving Collection Services. Such notice shall include a contact telephone number for the City and the Contractor, and each Residential Unit's collection schedule including holidays to be observed pursuant to Section 4.2. The initial notice, including the procedures and obligations, shall be submitted to the City for approval by December 1, 2011. Subsequent notices shall be submitted to the City for approval not later than twenty (20) days prior to mailing to the Residential Units.
- 4.5 Procedure for Curbside Collection Service.** Except as provided in Section 4.6, collection of Solid Waste, Recyclable Materials and Yard Waste shall be made for each Residential Unit at one point of pick-up at the curbside of the Residential Unit or other identified location for non-curbed Residential Units.
- 4.6 Procedure for Carry-out Collection Service.** The Contractor shall provide Carry-out Collection Service at the same rate as the Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1). By agreement, either the City or the Contractor may maintain the list of Residents who are eligible to receive Carry-out Collection Service at no additional charge, and notify the other party of any changes to that list. The Contractor may provide optional Carry-out Collection Service to any Residential Unit requesting such service, in accordance with the Bid Price as stated on Exhibit A. The City shall not be responsible for the cost of optional Carry-out Collection Service.
- 4.7 Handling of Collection Containers.** All re-usable collection containers used by a Resident shall be returned to the location from which they were removed, erect and with lids in place. If a collection container has no lid, such collection container shall be placed upside down at the location from which it was removed. The Contractor shall immediately pick up or sweep up any materials that the Contractor spills during collection. The Contractor is also responsible for cleanup of all hydraulic or other fluids which leak from collection vehicles. All such cleanups are required to be performed as soon as possible, but in no case longer than eight (8) hours after the spilled leak, or the end of the collection day. In the event the Contractor fails to adequately perform a cleanup required pursuant to this section, the City shall have the right to perform such

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

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

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

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

- 5.4 Proof of Insurance.** All insurance required by this Collection Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the City and authorized to do business in the State of Ohio. The City shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the City promptly upon commencement of the term of this Collection Agreement, and insurance policy renewals or certificates shall be delivered to the City not less than thirty (30) days prior to the expiration dates of any policy. Each policy shall provide that the insurance company shall give notice to the City at least thirty (30) days prior to the effective date of any cancellation or expiration of any such insurance policy.
- 5.5 Workers' Compensation Coverage.** Prior to commencing work under this Collection Agreement, the Contractor shall furnish to the City satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Collection Agreement. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Collection Agreement.
- 5.6 Indemnification.** The Contractor shall save, indemnify and hold the City, its Council, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Collection Services under this Collection Agreement, provided that any such claim, damage, loss, or expense:
- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
 - (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- 5.7 Environmental Indemnification.** The Contractor shall save, indemnify and hold the City, its Council, employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from

contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Collection Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Agreement.

- 5.8 Indemnity Not Limited.** In any and all claims against the City, its Council, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.
- 5.10 Covenant Not to Sue.** During the term or any renewal term of the Collection Agreement, the Contractor shall not challenge, directly or indirectly, the City or SWACO's designation of one or more facilities to provide processing and/or Disposal Services for Solid Waste, Recyclable Materials or Yard Waste generated within the City.

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

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

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

- 6.2 Deductions from Contractor's Invoice for Non-performance.** If the Contractor misses or fails to make a collection on the regularly scheduled day from any Residential Unit(s) on the same street three (3) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment as provided in 6.1, calculated as follows: the lesser of Twenty-Five Dollars (\$25.00) per Residential Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event the City performs cleanup services pursuant to Section 4.7, the City may withhold from payment one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Collection Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.
- 6.3 Unoccupied or Vacant Residential Units.** Residents shall be permitted to discontinue Collection Services on a temporary basis while unoccupied because of extended vacations of three (3) months or more, or when the Residential Unit is vacant, upon notification provided to the City. Residential Units that are unoccupied or vacant shall not be charged for Collection Service. The owner of the unoccupied or vacant Residential Unit shall notify the City that Collection Service is not required at the unoccupied or vacant Residential Unit. The City shall notify the Contractor of the addresses of unoccupied or vacant Residential Units. The Contractor shall not invoice the Residential Unit for Collection Service during the period of time when a Residential Unit is unoccupied or vacant, and the Contractor has been duly notified.
- 6.4 Annual Review of Generation.** Annually at the request of the City or the Contractor, the Contractor and the City shall meet to review the volumes of Solid Waste, Recyclable Materials and Yard Waste collected from the City and its Residents and delivered to the City-Designated Facilities. If based on a review of the volumes collected, and based on the average per household generation figures available from the prior year, a decrease in the average per household generation of Solid Waste is attributable to an increase in the per household generation of separated Recyclable Materials or Yard Waste, the Contractor and the City, in a manner to be determined by the parties, may discuss and implement changes that will decrease the cost to the City and its Residents and may provide for additional benefits for the City.
- 6.5 Adjustment for Changes in Cost of Fuel.** Either the Contractor or the City may request a quarterly per Residential Unit fuel price adjustment for Collection Services. For purposes of this provision, a request for fuel price adjustment, upon verification by the City, will result in an adjustment to the Contractor's invoice received by the City. The form of invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price per Residential Unit for the collection of Solid Waste, Recyclable Materials or Yard Waste.

The invoice shall include the base per Residential Unit, and a separate fuel price adjustment amount to be added or subtracted for each Residential Unit. The price may be

adjusted when the price of diesel fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of diesel fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of diesel fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel on October 31, 2011 (the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the Energy Information Administration of the United States Department of Energy ("EIA").

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

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

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

- 6.6 Permissible Pass-Through Charges.** Any and all governmental fee increases incurred for disposal or processing of Solid Waste at the Franklin County Sanitary Landfill or at the City-Designated Recycling Services and Yard Waste Services Facilities may be passed on by the Collection Contractor. Any and all governmental fee decreases shall be passed on by the Collection Contractor. A governmental fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, Franklin County, or SWACO. Additionally, any increase or decrease in a rate or charge for the disposal of Solid Waste at the Franklin County Sanitary Landfill may be passed on by the Collection Contractor. The Collection Contractor shall give the City and Residents as much notice as is practicable before adjusting for governmental

fee, rate or charge modifications. In the event an adjustment is necessary, the Collection Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

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

For Recyclable Materials Processing: (1/3) (per ton price difference) \div 12

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

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

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

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

ARTICLE VII – BREACH, CURE, AND TERMINATION

- 7.1 Breach of Contract; Termination.** Upon the material failure of the Contractor to comply with the terms or conditions of this Collection Agreement, the City may terminate the Collection Agreement in the following manner: the City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Collection Agreement. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Collection Agreement. Any such termination shall not take effect until the City is

able to secure alternate or substitute performance for the Collection Services. The City may commence the process to obtain an alternate or substitute service provider for the Collection Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

- 7.2 **Surety or City Cover in the Event of a Material Failure.** In the event of termination, the Contractor's surety shall have the right to take over and perform under the Collection Agreement. However, if the surety does not commence performance, the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Collection Services. In such event, the Contractor shall continue to perform its responsibilities under this Collection Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the Collection Services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent failures of the Contractor to provide the required Collection Services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.
- 7.3 **Termination for Change of Control of Contractor.** The award of this Collection Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Collection Agreement, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Collection Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Collection Agreement until such time as the City is able to obtain alternate or substitute service.
- 7.4 **Termination for Excessive Fuel Price Adjustment.** In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City, the City may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Agreement and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.
- 7.5 **Termination of City-Designated Facility Agreements.** The Contractor is required to deliver materials collected pursuant to the Collection Services to certain City-Designated Facilities. In the event of termination of an agreement with a City-Designated Facility, and until notification by the City of an alternative facility selected by the City, the Contractor shall be excused from delivering materials to the City-Designated Facility, and may deliver such materials to an alternate facility selected by the Contractor. Upon

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

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

- 8.1 **Entire Agreement.** This Collection Agreement, Bid Form and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Collection Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 **Notices.** Written notice required to be given under this Collection Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention _____ (name or title), and to the City, attention Director of Public Service at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 **Waiver.** No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach of this Collection Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.
- 8.4 **Applicable Law.** This Collection Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Franklin County, Ohio.
- 8.5 **Unenforceable Provision.** If any provision of this Collection Agreement is in any way unenforceable, such provision shall be deemed stricken from this Collection Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- 8.6 **Binding Effect.** This Collection Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Collection Agreement or any of the Contractor's rights or obligations without the express written consent of the City, which consent may be withheld for any reason or for no reason.
- 8.7 **Rights or Benefits.** Nothing herein shall be construed to give any rights or benefits in this Collection Agreement to anyone other than the City and the Contractor. All duties

and responsibilities undertaken pursuant to this Collection Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

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

(SEAL)

CITY OF WORTHINGTON, OH

ATTEST:

(Notary Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

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

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

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

Three Years, with possible +1, +1 Year extension (2012-2014, 2015, 2016)	Five Years (no extensions) (2012-2016)
Per Residential Unit per month	Per Residential Unit per month
2012-2014 \$ _____ 2015 \$ _____ 2016 \$ _____	2012-2016 \$ _____

BID FORM FOR ADDITIONAL COLLECTION SERVICES

Three Years, with possible +1, +1 Year extension (2012-2014, 2015, 2016)	Five Years (2012-2016)
Per Residential Unit per month surcharge For direct billing services	Per Residential Unit per month surcharge For direct billing services
2012-2014 \$ _____ 2015 \$ _____ 2016 \$ _____	2012-2016 \$ _____
Per Residential Unit per month surcharge For performing Carry-Out Collection Services*	Per Residential Unit per month surcharge For performing Carry-Out Collection Services*
2012-2014 \$ _____ 2015 \$ _____ 2016 \$ _____	2012-2016 \$ _____
Per appliance surcharge for Chlorofluorocarbon (CFC) removal	Per appliance surcharge for Chlorofluorocarbon (CFC) removal
2012-2014 \$ _____ 2015 \$ _____ 2016 \$ _____	2012-2016 \$ _____
Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the Agreement)	Per pull charge for each additional pull of an open top roll-off container of up to thirty (30) yards capacity (over and above the specified number of pulls provided per the Agreement)
2012-2014 \$ _____ 2015 \$ _____ 2016 \$ _____	2012-2016 \$ _____
Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the Agreement)	Per pull charge for each additional pull of an open top roll-off container of up to forty (40) yards capacity (over and above the specified number of pulls provided per the Agreement)
2012-2014 \$ _____ 2015 \$ _____ 2016 \$ _____	2012-2016 \$ _____

* The Contractor may provide an optional add-on price to provide Carry-out Collection Service to any Residential Unit that requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).

BID FORM FOR OPTIONAL COLLECTION SERVICES

Three Years, with possible +1, +1 Year extension (2012-2014, 2015, 2016)	Five Years (2012-2016)
Per Residential Unit per month surcharge for the Rental of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers	Per Residential Unit per month surcharge for the Rental of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers
96: \$ _____ 64: \$ _____ 32: \$ _____	96: \$ _____ 64: \$ _____ 32: \$ _____
Per Residential Unit per month surcharge for the Purchase of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers (amortized monthly over the length of the Agreement)	Per Residential Unit per month surcharge for the Purchase of 96 gal., 64 gal., and 32 gal. Solid Waste and Recyclable Materials Collection Containers (amortized monthly over the length of the Agreement)
96: \$ _____ 64: \$ _____ 32: \$ _____	96: \$ _____ 64: \$ _____ 32: \$ _____

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ____ day of _____, 2011, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated within and by Residential Units within the Beneficiary and during certain Special Events conducted within the Beneficiary.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this ____ day of _____, 2011, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

(Principal) Secretary

By: _____

(Surety Secretary)

By: _____

(SEAL)

(SEAL)

(Witness as to Principal)

(Address)

(Witness as to Surety)

(Attorney-In-Fact)

(Address)

(Address)

(Address)

(Address)

(Address)

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate Seal)

EXHIBIT B

Defined Terms

City of Worthington: a political subdivision, located within the jurisdiction of the Solid Waste Authority of Central Ohio and engaging in Bid Process to obtain Collection Services and to request proposals for optional services. Herein referred to as City.

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

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

Bid Documents: the documents prepared and furnished by the City of Worthington inviting bids to obtain the Collection Services and requesting proposals for optional services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

Bid Form: the exhibit to the agreement included in the Bid Documents upon which a Bidder shall submit its per Residential Unit per month bid price for Collection Services; its per Residential Unit per month bid price for direct billing services; the per Residential Unit per month bid price for optional Carry-Out Collection Services; the bid price for Chlorofluorocarbon (CFC) removal; the per pull charge for additional pulls of thirty (30) or forty (40) yard capacity open top roll-off containers; the per Residential Unit per month bid price for the purchase or rental of 96, 64, or 32 gallon collection containers .

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

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

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

City -Designated Facilities: the facilities where all City -generated Recyclable Materials must be delivered.

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

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

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

Curbside Collection Service: the collection of Solid Waste, Recyclable Materials or Yard Waste placed by the Resident at a single point of pick-up at the curbside; or if there is no curb, at any other single location appropriate for each Residential Unit contiguous to a municipal street.

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

Effective Date: the date of execution of the agreement for the Collection Services and/or Optional Services.

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

Invitation to Bid: the request of the City of Worthington to secure the Required Services.

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

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

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

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

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

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

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

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

Residential Unit or Units: all residential dwellings within the corporate limits of the City of Worthington occupied by a family unit, including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

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

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

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

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

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

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

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

EXHIBIT C

Implementation Plan Form

Please attach proof of insurance and proof of workers' compensation coverage.

EXHIBIT D

Performance Bond for Collection Services - attached

City of Worthington, Ohio

EXHIBIT F

Insurance Coverage Limits

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. Village shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.