



INVITATION TO BID

Solid Waste Disposal and Recycling Processing Services

ISSUED BY

City of Brook Park
6161 Engle Road, Brook Park, OH 44142
(216) 433-1300
January 10, 2023

PROPOSAL DUE DATE

Tuesday, January 24, 2023
10:00 a.m.

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LEGAL NOTICE

The City of Brook Park is inviting bids for Solid Waste Disposal and Recycling Processing Services. Bid Documents can be obtained from the City of Brook Park (Monday through Friday from 8:30 a.m. – 4:00 p.m.) or at www.cityofbrookpark.com.

Bids will be received at the Brook Park City Hall, 6161 Engle Road, Brook Park, OH 44142 until 10:00 a.m. on January 24, 2023. Bids will be opened and read at that time. Bidders must submit one (1) original of its Bid in one sealed envelope marked “SOLID WASTE DISPOSAL AND RECYCLING BID”.

The City of Brook Park reserves the right to accept or reject any or all Bids and waive any non-conformities or irregularities contained therein.

Advertised:

Plain Dealer: January 10 and January 17, 2023 and www.cityofbrookpark.com

INSTRUCTIONS TO BIDDERS

I. INTENT AND PURPOSE

- A.** The City of Brook Park is issuing this Invitation to Bid. Bids are being sought for two services. These include (1) Solid Waste Transfer and Disposal Services and (2) Recycling Processing Services. The purpose is to establish new service contracts. **The City of Brook Park may select one Contractor to provide both services or separate Contractors, one for each service.**

The term of the Contract(s) will be for two (2) years with two (2) one year renewal terms by mutual agreement. The commencement date of the Contract will be March 1, 2023 and the initial term will terminate on February 28, 2025. The Contract will be essentially in the same form as provided herein and attached hereto as **ITB: Form of Contract**.

- B.** Bidders must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide all services as set forth in **Section II: Scope of Services** and to fulfill all terms and conditions of the Form of Contract in an efficient and sanitary manner and in compliance with all applicable local, state, and federal rules and regulations.
- C.** The City of Brook Park reserves the right to reject any and all Bids and waive any non-conformities or irregularities contained therein that do not affect the price or any material obligation of the Bidders. The City of Brook Park reserves the right to consider any and all elements when determining the qualifications of the responsibility of the prospective Contractor and its capacity to provide the required services. In the event that all Bids are rejected, the City of Brook Park may proceed with another bid process.
- D.** No interpretation of the meaning of the Bid Documents will be made to any Bidder orally. A request for an interpretation of the Bid Documents should be communicated electronically to Brian Beyer at bbeyer@cityofbrookpark.com and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be e-mailed to all prospective Bidders at the respective e-mail address furnished for such purposes and no later than three (3) days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation will not relieve such Bidder from any obligation under their Bid as submitted. All addenda so issued will become part of the Bid Documents and will be e-mailed to pre-bid participants.
- E.** The capitalized terms used in these Bid Documents are defined in the **Form of Contract Exhibit A: Definitions**.
- F.** The total estimated annual tonnage of materials which is the subject of this Invitation to Bid, is identified below and based on 2022 data provided by the City of Brook Park.

Table 1: Estimated Annual Tonnage of Materials

Estimated Annual Solid Waste Tons	Estimated Annual Recycling Tons
9,143.548	856.34

II. SCOPE OF SERVICES

A. Solid Waste Transfer and Disposal Services

Receipt of Solid Waste. The Contractor is responsible for receiving all Solid Waste delivered by the City of Brook Park to the Solid Waste Transfer Station and upon such acceptance, shall transfer title of the Solid Waste to the Contractor. The Contractor must receive the vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Solid Waste delivered and provide either an electronic ticket or a weight ticket to the driver.

Transfer Station. The Contractor is responsible for providing a licensed Transfer Station to receive Solid Waste delivered by the City of Brook Park. The Transfer Station must have a current operating permit from the Ohio EPA and current license by the local health department. The Transfer Station must meet the following minimum requirements:

1. The Transfer Station must be located within a reasonable driving distance of the City of Brook Park with convenient access routes to minimize the time required to deliver Solid Waste to the Transfer Station and return to service. Reasonable driving distance is defined as an approximate 30-minute drive each way from the City of Brook Park, based on traffic patterns. The City of Brook Park has determined that the following Transfer Stations meet this requirement: Republic Transfer Station (Strongsville), Waste Management Transfer Station (Oakwood Village), Kimble Transfer Station (Twinsburg) and Rumpke Transfer Station (Broadview Heights). Other Transfer Stations may be proposed. Any Bids submitted from companies proposing to use any other Solid Waste Transfer Station must include documentation that supports a conclusion that the time to deliver Solid Waste will be less than or equal to the time required to deliver Solid Waste to the identified Solid Waste Transfer Station.
2. The Transfer Station must have a truck scale and record keeping system in order to weigh and record the tonnage of Solid Waste delivered by the City of Brook Park. Scale tickets must be provided to the driver of each load delivered and will serve as verification of tonnage for reporting and payment purposes.
3. The Transfer Station must be in operation five (5) days each week, excluding Saturdays, Sundays and Holidays, and must be open between the hours of 7:00 a.m.

and 4:00 p.m. Monday through Friday. If the City's collection is delayed by a day due to a Holiday, the facility must be open to receive deliveries from 7:00 a.m. to 4:00 p.m. on the Saturday of that Holiday week.

Landfill. The Contractor is responsible for transporting all Solid Waste delivered by the City of Brook Park from the Transfer Station to a licensed Solid Waste Landfill for final disposal. The landfill must have a current operating permit from the Ohio EPA and current license by the local health department. The Contractor shall pay all charges, costs, fees and expenses incurred for the transfer and disposal of Solid Waste. No fuel price adjustment or surcharges may be applied.

Record Keeping and Billing. The Contractor must establish and maintain a record keeping system to record the tonnage of Solid Waste received from the City of Brook Park. The City of Brook Park must receive a monthly statement and invoice documenting the tonnage of Solid Waste and the payment due. Invoices must be received by the City of Brook Park within thirty days following the last day of the month of service. Invoices must be accompanied by weight slips from a certified scale documenting the net weight of the Solid Waste delivered to the Solid Waste Transfer Station, the date of delivery and the vehicle number. Invoices will be due and payable within thirty days of receipt of the invoice and all required documentation.

B. Recycling Processing Services

Receipt of Recyclable Materials. The Contractor is responsible for receiving all Recyclable Materials delivered by the City of Brook Park to the Receiving Facility or Material Recovery Facility (MRF). The Contractor must receive the vehicles in such a manner so as to allow the vehicles to unload and return to service in a timely fashion. The Contractor must weigh all Recyclable Materials delivered and provide a weight ticket to the driver. The Recyclable Materials will consist of household recyclables the City of Brook Park collects through their residential single stream recycling programs. Materials collected include mixed paper, cardboard, cartons, metal cans, glass and plastic bottles and jugs. See the requirements for containers services below.

Receiving Facility Services. The Contractor must own and operate a facility that is located within a reasonable driving distance from the City of Brook Park to receive Recyclables delivered. The Receiving Facility may be the actual MRF or a transfer facility needed to consolidate materials for shipment to a MRF. Reasonable driving distance is defined as an approximate 30-minute drive each way from the City of Brook Park. Contractors are advised that distance, convenience of access routes, and turnaround time at the Receiving Facility will be considered as part of the determination of the Successful Recycling Company. The Receiving Facility must meet the following minimum requirements:

1. The Receiving Facility must have a truck scale and record keeping system in order to weigh and record the tonnage of Recyclables delivered by the City of Brook Park. Scale tickets must be provided to the driver of each load delivered and will serve as verification of tonnage for reporting and payment purposes.

2. The Receiving Facility must have a truck staging area for dumping loads and adequate equipment to assist with the unloading of Recyclables from city vehicles as needed.
3. The Receiving Facility must be staffed and open to receive deliveries from 7:00 a.m. to 4:00 p.m. Monday through Friday, and from 7:00 a.m. to 4:00 p.m. on the Saturday after a week with a Holiday.

Recycling Processing Services. The Contractor must have the necessary recycling facilities, equipment, capacity, management, labor, and industry experience needed to process and market the Recyclables delivered by the City of Brook Park as detailed below.

1. The Contractor must have a Material Recovery Facility to sort and prepare the Recyclables for sale to recycling markets and must be able to provide, or arrange for, the transport of all processed Recyclables to recycling markets.
2. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the City of Brook Park to the Contractor are Recycled during all market conditions. Upon request the City of Brook Park, the Contractor must identify the companies to which they sell the Recyclables and provide verifiable information that the Recyclable Materials delivered to the Contractor by the City of Brook Park are being continuously delivered to a recycling market.
3. The Contractor must be willing to perform a composition analysis of the materials for the City of Brook Park for the purpose of determining contamination levels and Recyclable Material percentages. The City of Brook Park would require no more than one composition study to be performed annually. If requested, the study would be performed on a representative sample of the recyclable material delivered by the City of Brook Park at the Contractor's expense. The procedure for the analysis will be agreed upon between the Contractor and the City of Brook Park.
4. The Bidder shall supply the unit price per ton for mixed glass, residue and the processing fee for Recyclables and supply the percentage of total revenue that will be shared with the City for the Term of the Contract. The remaining individual commodity prices shall be updated by the Contractor monthly and reflected as an updated table accompanying the monthly invoice to the City. See **Bid Form 10**.

C. Container Services

The Contractor must have the ability to provide container and hauling services if the City of Brook Park requests this service. Container service may be requested for the collection of Street Sweepings and Catch Basin Debris.

D. Record Keeping and Billing

The Contractor must maintain a record keeping system to record the tonnage of Recyclables received from the City of Brook Park. The City of Brook Park must receive a monthly statement and invoice documenting the tonnage of Recyclables delivered and the payment due. Invoices must be received by the City of Brook Park within thirty days following the last day of the month of service. Invoices must be accompanied by weight slips from a certified scale documenting the net weight of the Recyclables delivered to the Receiving Facility, the date of delivery and the vehicle number. Invoices will be due and payable within thirty days of receipt of the invoice and all required documentation.

III. BID SUBMISSION REQUIREMENTS

A. Bid Deadline and Bid Opening

Bids will be received at Brook Park City Hall, 6161 Engle Road, Brook Park, OH 44142 until 10:00 a.m. on January 24, 2023. Bids will be opened and read at that time. Bidders must submit one copy of its Bid in one sealed envelope clearly marked "SOLID WASTE DISPOSAL AND RECYCLING BID."

B. Bid Acceptance

If the Bid is accepted, a Contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.

C. Bid Contents

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

- Bid Form 1:** Bidder Identification and Statement of Qualifications
- Bid Form 2:** Solid Waste Transfer and Landfill Information
- Bid Form 3:** Receiving Facility/ MRF Information
- Bid Form 4:** Recycling Terms and Conditions and Market Identification
- Bid Form 5:** Bidder's Representations and Warranties
- Bid Form 6:** Non-Collusion Affidavit
- Bid Form 7:** Personal Property Tax Affidavit
- Bid Form 8:** Taxpayer Identification - W-9 Form
- Bid Form 9:** Price Sheet: Solid Waste Disposal Services
- Bid Form 10:** Price Sheet: Recycling Processing Services

D. All blank spaces on the Bid Forms must be completed in ink or typewritten, and the required documentation must be fully completed, executed and attached to the Bid when submitted. All names must be typed or printed below the signatures.

E. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the Brook Park City Hall at any time prior to the Bid opening.

IV. BID EVALUATION, AWARD AND PERFORMANCE BOND

A. Bid Evaluation and Award

The City of Brook Park will review all bids to determine which represent the lowest and best bid for each service (1) Solid Waste Disposal and (2) Recycling Processing. The City of Brook Park will enter into a separate contract with the Successful Bidder(s). There may be one contract for Solid Waste Disposal and a separate contract for Recycling Processing Services or these may be combined into one contract depending on the outcome of the bid process.

The City of Brook Park reserves the right to reject the lowest and best bid and make an award(s) under this process or proceed with a separate process to obtain pricing.

The City of Brook Park may conduct any investigation deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and ability of any Bidder. As part of this investigation, the City of Brook Park may tour any solid waste and recycling facilities proposed to be used in the performance of the contract(s).

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

B. Performance Bond

The Successful Bidder will be required to furnish a Performance Bond as security for the performance of the contract. Within ten (10) days after receipt of notice of award, the Successful Bidder shall submit a Performance Bond, signed by a surety company authorized to do business in the State of Ohio as approved by the Law Director in the amount of 100% of the first year contract price. Such Performance Bond shall cover performance of the contract for the term thereof.

V. BID CONTACT

Brian Beyer
Director of Public Service
City of Brook Park
Office (216) 433-7191 Cell (216) 269-2928
bbeyer@cityofbrookpark.com

ITB: FORM OF CONTRACT

Note: this Form of Contract is provided so that Bidders can review the general contract terms. The City of Brook Park will choose to either award one contract for both services of Solid Waste Transfer/Disposal plus Recycling Processing or they will choose to award two separate contracts, one for each service to separate contractors. A combined contract is shown below for illustrative purposes only.

THIS AGREEMENT (the “Agreement”) for the Solid Waste Disposal and Recycling Processing Services by the City of Brook Park is entered into by and between the City of Brook Park, a municipal corporation in the County of Cuyahoga, State of Ohio (the “City”) and _____ (the “Contractor”).

WITNESSETH

WHEREAS, pursuant to Ordinance No. _____, the City is authorized to obtain Proposals for Solid Waste Disposal and Recycling Processing Services; and which authorized the City to issue an Invitation to Bid; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on January 10, 2023 and the evaluation of the Bids, the City selected the Contractor as the Successful Contractor and recommended to enter into an Agreement for Solid Waste Disposal and Recycling Processing Services with the Contractor; and,

WHEREAS, the City has considered the Bid and recommendation; and the City, pursuant to Ordinance _____ approved the Contract and authorized _____ to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

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

ARTICLE 1: DEFINITIONS

The capitalized terms used herein are defined in **Exhibit A: Definitions**

ARTICLE II: TERM AND RENEWAL TERMS

This Agreement shall be effective on March 1, 2023, or upon the date last signed below whichever is later and shall terminate on February 28, 2025. Following the initial term of the Agreement, the City may renew and extend the Agreement for two consecutive one-year terms ending on February 28, 2026 and February 28, 2027, respectively. The City shall provide written notice to the Contractor of the City’s desire to renew and extend this Agreement on or before November 30, 2025 and November 30, 2026, respectively, and the Contractor shall provide written consent to the City to renew and extend the Agreement on or before December 1, 2025 and December 1, 2026, respectively.

ARTICLE III: STATEMENT OF WORK

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

NOTE: SCOPE OF SERVICES TO BE INSERTED, AS DESCRIBED IN THE ITB.

ARTICLE IV: STATEMENTS, PAYMENTS AND INVOICES

During the Term, the City agrees to pay the Contractor in the following amounts as set forth in BID FORM 9 and BID FORM 10, which includes all direct and indirect costs related to Solid Waste Transfer and Disposal and for Recycling Processing Services and all Governmental Fees applicable in the State of Ohio.

1. Permissible Pass Through Fees:

Any and all Governmental Fee *increases* incurred for disposal of Solid Waste at a licensed Solid Waste Disposal Facility may be passed on by the Contractor to the City. Any and all Governmental Fee *decreases* shall be passed on by the Contractor to the City. A Governmental Fee is a fee applied to the disposal of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality or Solid Waste District. The Contractor shall give the City and Residents as much notice as is practicable before adjusting for Governmental Fee modifications.

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

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days of the end of the reporting year and include a month by month accounting of the tonnage of Solid Waste delivered to the Solid Waste Transfer Station and a month by month accounting of all Recyclable Materials delivered to the Receiving Facility.

3. Billing Service and Payment

The Contractor will invoice the City for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the _____.

4. Fuel Adjustments

The Contractor will not apply a Fuel Price Adjustment at any time during the term of this Agreement. invoice.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond.

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

2. Insurance.

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will upon written request from City provide City with original copies of the policies and all endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage.

The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

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

3. Workers' Compensation Coverage.

Prior to commencing work under this 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 Agreement. Such proof must be included as **Exhibit B**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. 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 Agreement.

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

2. General Indemnity.

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") 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 Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

3. Indemnity Not Limited.

In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance.

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to

the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the services will be available to the City.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City may terminate the 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 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 services, the City may terminate this Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the 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.

3. 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 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 services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the 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 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.

4. Termination for Change of Control of Contractor.

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

5. Force Majeure.

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

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. Notices

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

(INSERT CONTACT NAMES, ADDRESSES HERE)

3. Waiver

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

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

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

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this 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 City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

BROOK PARK

_____	_____
Name	Title

_____	_____
Signature	Date

Approved by City Law Director

_____	_____
Signature	Date

[CONTRACTOR NAME]

Name

Title

Signature

Date

CONTRACT EXHIBIT A: DEFINITIONS

“Bid” means a proposal submitted to the City in response to the Invitation to Bid as described herein.

“Bid Attachment” means the supplemental information required by the City to be submitted with the Bid Forms.

“Bidder” means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide Solid Waste Disposal and or Recycling Processing Services.

“Bid Documents” means the documents prepared and furnished by the District on behalf of the City. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include the Legal Notice, Instructions to Bidders, Form of Contract, Bid Forms and all attachments thereto.

“Bid Form” means the forms provided by the City in the Bid Documents on which all Bids must be submitted.

“Catch Basin Debris” means the solid fraction of materials, consisting primarily of soil, rocks, asphalt, vegetative matter and small amounts of Solid Waste, collected in settling structures designed to receive storm water runoff from roads. Catch Basin Debris may also contain small amounts of Solid Waste discarded along roads.

“City” means the City of Brook Park, Ohio located in Cuyahoga County.

“Contract” and “Form of Contract” means the form of the contract to be entered into by the City and the Successful Bidder which contains the general terms and conditions required.

“Contractor” means a person, partnership, joint venture or corporation that will provide the Solid Waste Disposal and/or Recycling Processing Services.

“Holiday” means New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Veteran’s Day, Thanksgiving Day and Christmas Day.

“Governmental Fees” means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste.

“Invitation to Bid” means the request of the City for Solid Waste Disposal and/or Recycling Processing Services issued by the City of Brook Park.

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

“Notice to Proceed” means written notice from the City to commence the Solid Waste Disposal and/or Recycling Processing Services.

“Performance Bond” means the bond insuring performance of the Solid Waste Disposal and/or Recycling Processing Services to be submitted to the City upon Contract award in substantially the same form as that included in the Bid Documents.

“Receiving Facility” means the facility proposed by a Contractor to receive deliveries of Recyclables from the City. This may or may not be the facility where recyclable materials are processed.

“Recyclables” and “Recyclable Materials” means residential mixed paper, cardboard, cartons, aluminum, steel and bi-metal cans; glass bottles and jars; and plastic bottles and jugs at a minimum.

“Recycled” and “Recycling” as defined in Chapter 3745 of the Ohio Administrative Code and/or the regulations promulgated thereunder.

“Residential Solid Waste” means that portion of Solid Waste generated from residential units and does not include separated recyclable materials, separated yard waste, hazardous waste, infectious waste or unacceptable waste.

“Material Recovery Facility or MRF” means the facility provided by the Contractor that has the adequate capacity, equipment, and labor needed to receive, sort, process, and prepare all commingled cans, glass, plastic, paper, cardboard and cartons delivered by the City for shipment to a recycled product manufacturer.

“Recycling Processing Services” means all services relating to the receiving, sorting, baling and other handling of Recyclables delivered by the City in order to prepare the Recyclable Materials for shipment and sale to recycling markets to be made into new products.

“Solid Waste” means unwanted residual or semi-solid materials resulting from community, commercial, industrial and agricultural operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid waste does not include any material that is an infectious or hazardous waste. Solid Waste includes Solid Waste, Catch Basin Debris and Street Sweepings.

“Solid Waste Landfill or Landfill(s)” means the Ohio EPA permitted and licensed facility or facilities to be used for the disposal of Solid Waste generated by the City and delivered to the Solid Waste Transfer Station.

“Solid Waste Transfer and Disposal Services” means the acceptance, transfer and disposal of Solid Waste collected by the City and delivered to the Solid Waste Transfer Station.

“Solid Waste Transfer Station or “Transfer Station” means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City.

“Street Sweepings” means materials consisting primarily of soil, rocks, asphalt, leaves and other vegetative matter generated during the cleaning of roads. It may also contain small amounts of other Solid Wastes that are often discarded along roads. It does not include material generated during the cleanup of an oil or hazardous waste chemical spill.

“Successful Contractor” means the Recycling Company selected by the City to provide Recycling Processing Services.

“Term” means the duration of the Contract, including all executed option years.

CONTRACT EXHIBIT B: CURRENT WORKERS' COMPENSATION CERTIFICATE

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

CONTRACT EXHIBIT C: CORPORATION AFFIDAVIT

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

STATE OF OHIO

COUNTY OF _____ ss:

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

Street Address/City/State/Zip Code

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

Name of Corporation

AFFIANT further says that: _____
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Name of Agreement

for said Corporation by virtue of:

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

Signature

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

Notary Public

My Commission Expires: _____

CONTRACT EXHIBIT D: PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of Brook Park ("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 ____, 2020, 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 by Residential Units, Municipal Facilities and during Special Events to City-Designated Facilities ("Collection Services").

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

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

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

ATTEST:

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

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate Seal)

BID FORMS AND ENCLOSURES

Bid Form 1: Bidder Identification and Statement of Qualifications

Bid Form 2: Solid Waste Transfer and Landfill Information

Bid Form 3: Receiving Facility/ MRF Information

Bid Form 4: Recycling Terms and Market Identification

Bid Form 5: Bidder's Representations and Warranties

Bid Form 6: Non-Collusion Affidavit

Bid Form 7: Personal Property Tax Affidavit

Bid Form 8: Taxpayer Identification - W-9 Form

Bid Form 9: Price Sheet: Solid Waste Disposal Services

Bid Form 10: Price Sheet: Recycling Processing Services

BID FORM 1

Bidder Identification and Statement of Qualifications

Bidder Identification:

Name of Company Submitting Bid: _____

Street Address: _____

Mailing Address: _____

Name and Title of Individual Responsible for the Administration of a Contract, if awarded:

Phone: _____ E-mail: _____

Qualifications Statement: In the space below or on an attached sheet, describe your company (corporate) qualifications, experience and capacity to provide the services requested in ITB Section II: Scope of Services.

BID FORM 2

Solid Waste Transfer and Landfill Information

Identify the facilities that would be used to manage solid waste in the performance of contract services.

Solid Waste Transfer Station

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____

Operating Hours: _____

Solid Waste Landfill

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Ohio EPA Solid Waste Facility Identification Number: _____

Facility Manager: _____

Phone Number: _____

Operating Hours: _____

In the space below or on an attached sheet, provide a description and drawings or photographs of the **Solid Waste Transfer Station**. Include the tipping location(s) and the location of ingress and egress. Indicate the total estimated time needed to accept and unload the City vehicles following arrival at the Solid Waste Transfer Station. Attach a copy of the Bidders rules and regulations applicable to all users of the Solid Waste Transfer Station.

BID FORM 3

Receiving Facility / MRF Information

Identify the facilities that would be used to manage recyclables in the performance of contract services.

Receiving Facility (if other than the MRF)

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____

Operating Hours: _____

Material Recovery Facility – MRF

Name of Facility: _____

Owner of Facility: _____

Street Address: _____

Facility Manager: _____

Phone Number: _____

Operating Hours: _____

In the space below or on an attached sheet, provide a description and drawings or photographs of the **MRF** to be used to process recyclables. Include the tipping location(s) and the location of ingress and egress. Indicate the total estimated time needed to accept and unload the City vehicles following arrival at the MRF. Attach a copy of the Bidders rules and regulations applicable to all users of the MRF.

BID FORM 4

Recycling Terms & Conditions and Market Identification

TERMS & CONDITIONS.

In the space below, or on an attached sheet, provide a list of acceptable recyclable materials and examples of unacceptable materials. Describe your process used to identify, determine and document excess contamination that would result in rejecting a load of recyclables delivered by the City. Define excess contamination and percentage limits. Describe your procedures for notifying the City if a load is to be rejected and the process to document the rejected load for the City. Identify the price to be charged for a rejected load.

MARKET IDENTIFICATION. To ensure transparency, identify the name and location of the companies to which you currently send your processed recyclables. Please identify these by material.

Material	Materials Accepted from Curbside Program	Company(ies) Receiving Processed Recyclables
Aluminum Cans		
Aluminum Cups		
Steel Cans		
Mixed Paper		
Cardboard		
Paper Cups		
Cartons		
Glass		
PET Plastic Bottles		
HDPE Plastic Jugs		
PP Plastic Tubs		
PP Plastic Fast Food Cups		
Other plastic (describe)		
Other materials (describe)		

BID FORM 5

Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the Cuyahoga County Solid Waste District and the City the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the services requested.
3. Bidder will provide Solid Waste Disposal and Recycling Processing 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 Solid Waste Disposal and Recycling Processing Services.
4. Bidder will not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, Material Recovery Facility or legitimate Recycling Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term of the Contract.

Signature

Printed Name, Title

Date

Customer Service Phone Number

BID FORM 6 Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder; if the Bid is made by a corporation, then by its Chief Officer.

STATE OF OHIO
COUNTY OF _____

CONTRACTOR _____, being first duly
(Name)
sworn, deposes and says that he is _____ of
(Sole owner, partners, president, etc.)

(Company name)

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

Signed: _____

Subscribe and sworn to before me this _____
day of _____, 20____

Seal of Notary

Notary Public

BID FORM 7

Personal Property Tax Affidavit

STATE OF OHIO

COUNTY OF CUYAHOGA, SS:

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

Title and Name of Company

And that he/she or _____

Name of Company

was:

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

(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 and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT sayeth naught:

COMPANY

AFFIANT AND TITLE

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

Notary Public
My Commission Expires:

BID FORM 8

Attach Taxpayer Identification W-9 Form

BID FORM 9

PRICE SHEET: SOLID WASTE DISPOSAL SERVICES

Solid Waste Disposal Services				
Indicate the price per ton to be charged for the transfer and disposal of solid waste including all waste disposal fees and all local, county and state fees, and environment fees.				
Contract Year	Price per ton			
Year 1: 3/1/23 – 2/29/24	\$			
Year 2: 3/1/24 – 2/28/25	\$			
Option Year 1: 3/1/25 – 2/28/26	\$			
Option Year 2: 3/1/26 – 2/28/27	\$			
Container Services for Street Sweepings and Catch Basin Debris (Note, the price per ton is to delivery this debris to the transfer station)				
	10-yard	20-yard	30-yard	
Container Rental Fee	\$	\$	\$	
	Price per pull	Price per pull	Price per pull	Price per ton
Year 1: 3/1/23 – 2/29/24	\$	\$	\$	\$
Year 2: 3/1/24 – 2/28/25	\$	\$	\$	\$
Option Year 1: 3/1/25 – 2/28/26	\$	\$	\$	\$
Option Year 2: 3/1/26 – 2/28/27	\$	\$	\$	\$

BID FORM 10

PRICE SHEET: RECYCLING PROCESSING SERVICES

Methodology for Calculating the Percentage of Gross Revenue

The Bidder shall supply the unit price per ton for Mixed Glass, Residue, and the Processing Fee for recyclables and supply the percentage of Total Revenue that will be shared with the City for the Term of the Contract (yellow boxes) in *Table 1*. The City will use the data listed in the “Year 1” column in *Table 1* to populate *Table 2*. The City will use *Table 2* to calculate the dollar amount per ton of total revenue to be shared with the City minus the processing fee. This expense or revenue per ton will be used to evaluate the Bids.

Table 1

Bidder to Complete Yellow Boxes		Market Rate Calculation for Recycling Processing Services			
Loose Residential Single Stream Materials		Year 1: 3/1/2023 – 2/29/2024	Year 2: 3/1/2024 – 2/28/2025	Option Year 1: 3/1/2025 – 2/28/2026	Option Year 2: 3/1/2026 - 2/28/2027
Mixed Glass (price per ton)					
Residue (price per ton)					
Processing Fee (price per ton)					
% Share with City (% to remain constant for the Term of Contract)					

Table 2

City to Complete Yellow Boxes		Market Rate Calculation for Recycling Processing Services Methodology: Percentage of Gross Revenue					
Loose Residential Single Stream Materials	*Current Contract or Supplied Composition %	**Unit Price (Per Ton)	¹ Total Revenue (Per Ton)	% of Total Revenue to be Shared with City	² Per Ton Revenue to be Shared with City	Processing Fee (Per Ton)	³ Total Expense or Revenue to City (Per Ton)
Aluminum Cans/Cups	0.90%	\$1,370.00	\$12.33	The percentage share with the City is to remain constant for the Term of the Contract.			
Steel Cans	1.30%	\$142.50	\$1.85				
#1 PET	3.18%	\$225.00	\$7.16				
#2 HDPE Natural	0.79%	\$1,315.00	\$10.39				
#2 HDPE Color	0.79%	\$205.00	\$1.62				
#5 PP		\$110.00	\$0.00				
#3-7 Plastic	0.36%	\$10.00	\$0.04				
Mixed Glass	15.55%	\$	\$				
Mixed Paper	26.32%	(\$1.50)	(\$0.39)				
OCC	30.72%	\$32.50	\$9.98				
Residue	20.11%	\$	\$				
	100.00%			%		\$	

*The City has not conducted a composition analysis. The current contractor supplied the material composition percentages for commodities based on the total volumes sent out from their facility, which includes Brook Park. The composition analysis and documentation of commodity pricing are to be completed as outlined in Section II. Scope of Services.

**Commodity pricing was obtained on 1-3-2023 from:

<https://recyclingmarkets.net/secondarymaterials/prices.html?cid=3&city=CHICAGO+%28Midwest+%2F+Central%29#prices>

The City shall complete the following steps to calculate the Expense or Revenue to the City (Per Ton).

1. To calculate the Total Revenue (Per Ton) price, sum the prices per ton for the recyclables
2. To calculate the Per Ton Revenue to be Shared with the City, multiply the sum of the Total Revenue by the Percentage of Revenue to be Shared with the City.
3. To calculate the Total Expense or Revenue figure, subtract the Processing Fee (Per Ton) from the calculated Per Ton Revenue to be Shared with the City.

BID ACCEPTANCE

A Contract will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Form of Contract contained in the Bid Documents.