

Proposed: 09/08/2020

ORDINANCE NO. 91-2020 (MS),
First Reading

By Council Member

An Ordinance authorizing the City Manager to enter into an agreement for recycling processing services between the City of Cleveland Heights and Kimble Company, and declaring an emergency.

WHEREAS, pursuant to Ordinance No. 49-2015 and Section 171.13 of the City's Codified Ordinances, the City of Cleveland Heights participated in the Consortium organized by the Cuyahoga County Solid Waste District and comprised of the communities of Beachwood, Cleveland Heights, Highland Hills, Independence, Lyndhurst, Moreland Hills, Pepper Pike, Shaker Heights, Solon, University Heights and Woodmere, to request bids for the processing of recyclables collected within the participating communities; and

WHEREAS, on behalf of the Consortium, the Cuyahoga County Solid Waste District advertised an Invitation to Bid for Recycling Processing Services in The Plain Dealer on May 31, 2020 and June 3, 2020; and

WHEREAS, on June 26, 2020, bids were received from four (4) companies and publicly opened; and

WHEREAS, on July 14, 2020 representatives from the Consortium communities met to review the bids and select the lowest and best bidder; and

WHEREAS, following the bid review, the Consortium communities, including the City of Cleveland Heights, determined that Kimble Company submitted the lowest and best bid and that therefore it is in the best interest of the City of Cleveland Heights to award a contract to Kimble Company for recycling processing services for the term to commence October 1, 2020.

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council hereby approves the recommendation of the Consortium to select the bid submitted by Kimble Company as the lowest and best and to award the contract to Kimble Company to provide recycling processing services for the City of Cleveland Heights.

SECTION 2. This Council hereby authorizes the City Manager to deliver to Kimble Company a copy of this Resolution, which will serve as a Notice of Award, and to execute, on behalf of the City of Cleveland Heights, an *Agreement for Recycling Processing Services* substantially in accordance with the form, terms and conditions of the Agreement attached hereto as Exhibit A and incorporated by reference.

ORDINANCE NO. 91-2020 (MS), *First Reading*

SECTION 3. It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public as required by the Codified Ordinances of the City.

SECTION 4. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights.

SECTION 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the inhabitants of the City of Cleveland Heights, such necessity existing for the further reason that it is necessary to authorize the execution of the agreement with Kimble Company as soon as possible so that the City will realize savings on recycling processing services to be provided to the Consortium communities. Wherefore, provided it receives the affirmative vote of five (5) or more members elected or appointed to this Council, this Resolution shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.

JASON S. STEIN, Mayor
President of the Council

AMY HIMMELEIN
Acting Clerk of Council

PASSED:

AGREEMENT FOR
RECYCLING PROCESSING SERVICES

THIS AGREEMENT for the processing of Recyclable Materials collected by the City of Cleveland Heights is entered into by and between the City of Cleveland Heights, a municipal corporation in the County of Cuyahoga, State of Ohio (the “City”) and Kimble Company (the “Contractor”).

WITNESSETH

WHEREAS, pursuant to Ordinance/Resolution No. 91-2020, the City is authorized to participate in a municipal consortium to obtain bids for Recycling Processing Services and the Cuyahoga County Solid Waste District was authorized to issue an Invitation to Bid on behalf of the Consortium; and,

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on May 31, 2020 and June 3, 2020 and the evaluation of the Bids, the Consortium selected the Contractor as the Successful Contractor and recommended that each Consortium Community enter into an agreement for Recycling Processing Services with the Contractor; and,

WHEREAS, the City has considered the Bids and recommendation of the Consortium; and, the City, pursuant to Ordinance/Resolution No. 91-2020, approved the Contract and authorized the Mayor 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 I: DEFINITIONS

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

ARTICLE II: TERM AND RENEWAL TERMS

This Contract shall be effective on October 1, 2020 and shall terminate on September 30, 2022. Following the initial term of the Contract, the City may, by mutual agreement, renew and extend the Contract for two consecutive one-year terms ending on September 30, 2023 and September 30, 2024, respectively. The City shall provide written notice to the Contractor of the City’s desire to renew and extend this Contract on or before May 1, 2022 and May 1, 2023, respectively, and the Contractor shall provide written consent to the City to renew and extend the Contract on or before June 1, 2022 and June 1, 2023, respectively.

ARTICLE III: STATEMENT OF WORK

During the Term, the Contractor will perform the services set forth in this Article III and also set forth in the Invitation to Bid and the Contractor’s Bid, which are 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. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The Contractor represents and warrants that the all facilities used in the performance of this Contract are, and shall remain, properly permitted, licensed and available to the City.

1. Recycling Processing Services

- a. Receipt of Recyclable Materials. The Contractor shall receive all Recyclable Materials delivered by the City to the Kimble Transfer and Recycling Facility and upon acceptance, shall transfer title of the Recyclable Materials to the Contractor. Notwithstanding anything to the contrary in this Agreement, Contractor does not accept title or liability for hazardous, radioactive, infectious wastes or any materials containing such prohibited materials. The Contractor must receive the City 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 either an electronic ticket or a weight ticket to the driver of the City vehicle.
- b. Material Recovery Facility (MRF). The Contractor shall utilize its Material Recovery Facility, located at 8500 Chamberlain Road, Twinsburg, Ohio 44087 for the processing of Recyclable Materials delivered by the City. This facility shall be open to receive deliveries from 7:00 a.m. to 5:00 p.m. Monday through Friday and 7:00 a.m. to 11:00 p.m. on Saturdays, excluding holidays.
- c. Recyclable Materials. Acceptable Recyclable Materials include mixed paper, cardboard, cartons, metal and bi-metal cans, and glass and plastic bottles, jars and jugs.
- d. Recycling Processing Services. The Contractor shall provide all facilities, equipment, labor, expertise and management needed to process and market the Recyclables delivered by the City. The Contractor shall ensure that all Recyclable Materials received from the City are Recycled except for those materials that are rejected due to contamination or grading requirements. The Contractor shall sort and prepare the Recyclables for sale to recycling markets and transport to end-users. The Contractor must have established relationships with recycling markets that are sufficient to ensure that the Recyclable Materials delivered by the City are Recycled during all market conditions. On an annual basis, 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 are being continuously delivered to a recycling market as more particularly detailed in Contractor's Bid Form 4.
- e. Recycling Terms and Conditions. The Contractor may inspect each load delivered by the City for excessive contamination or quality issues. Excessive contamination is defined as any load containing more than 22% of unacceptable or non-Recyclable Materials. The Contractor is not required to accept loads containing excessive contamination and will utilize the process described in **Bid Form 4 and Bid Form 9: Recycling Terms and Conditions** contained in the Bid to identify and manage these loads.
- f. Recycling Composition Analysis. At the request of the City or the Consortium, the Contractor shall perform a composition analysis of a representative sample of the materials delivered by the City or the Consortium for the purpose of determining contamination levels and Recyclable Material percentages. This shall be required no more than once annually during the Term. If requested, the analysis would be performed at the Contractor's expense and according to a mutually agreed upon procedure.

2. Container Services

Upon request by the City, the Contractor shall provide container rental and hauling services to collect OCC and Mixed Paper. The Contractor shall provide the containers and must pick up and replace the containers within 24 hours of receiving a pick-up request from the City.

ARTICLE IV: STATEMENTS, PAYMENTS AND INVOICES

1. Compensation

During the Term, the City agrees to pay the Contractor the amounts as set forth in **Exhibit A: Price Sheet**, and in Contractor's **Bid Form 9**, which includes all direct and indirect costs related to Recycling Processing Services and for Container Services.

2. Record Keeping – Monthly and Annual Report

During the term of this Contract, the Contractor shall send to the City, a statement documenting the tonnage of Recyclables received from the City during the previous month. This statement must be submitted 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 after the end of the reporting year and include a month by month accounting of the tonnage of Recyclable Materials delivered to the Transfer Station.

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 Finance Department.

4. Fuel Adjustments

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

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 equal to 100% of the estimated first year contract price, as set forth in Exhibit A, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. Such Performance Bond or other acceptable security shall be attached hereto as **Exhibit E**. The Performance Bond will be issued annually for each contract year during the Term. 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 and 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 the City, provide the 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 insureds 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 the City, which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverages 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 coverages 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 Contract, 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 Contract. Such proof must be included as **Exhibit C**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis when such proof expires. 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 Contract.

ARTICLE VI - INDEMNIFICATION

1. General Indemnity.

The Contractor will indemnify, save, and hold the City, its members of 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 services under this Contract, 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 Indemnitee 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 Contract.

2. Environmental Indemnity.

The Contractor will indemnify, save, and hold the City, its members of 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 costs and expenses incident thereto which any Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor’s negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnitee 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 Contract.

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 pursuant to this Contract, declare the Contractor is in default of its obligations under this Contract 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 Contract, the City may terminate the Contract 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 Contract. 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) 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 Contract. 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, as required by Article V, Paragraph 1 herein, shall have the right to take over and perform under the Contract. 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 Contract 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 represents 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 Contract 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 Contract, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Contract 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 Contract 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 Contract, the Invitation to Bid, Contractor'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 Contract may be modified or amended only by a writing signed by both parties.

2. Communications and Notices

The City shall communicate directly with Mr. Don Johnson or his designee, and at his direction, shall consult with the personnel of the Contractor or other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

The Contractor shall communicate directly with the City Service Director or his/her designee, and at his/her direction, with the personnel of the City and other appropriate persons, agencies, and instrumentalities as necessary to assure understanding of the work and satisfactory completion thereof.

Any notices or reports required by this Contract shall be in writing and sent by the City and the Contractor in the United States mail to the address below:

As to the City:

Collette Clinkscale
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118
216-291-4444
cclinkscale@clvhts.com

As to the Contractor:

Don Johnson
Kimble Transfer & Recycling
3596 State Route 39, NW
Dover, OH 44622
(330) 343- 1226
djohnson@kimblecompanies.com

With a copy to:

Kimble Recycling & Disposal, Inc.
Attn: Legal Department
3596 State Route 39, NW
Dover, OH 44622

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 Contract by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

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

5. Optional Opt-In

Additional Cities/Villages located within the Solid Waste Management District may “opt in” at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

6. Unenforceable Provision

If any provision of this Contract is in any way unenforceable, such provision will be deemed stricken from this Contract 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.

7. Binding Effect

This Contract 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.

8. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Contract to anyone other than the City or the Contractor and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the City or 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.

CITY OF CLEVELAND HEIGHTS

Name _____ Title _____

Signature _____ Date _____

Approved by City Attorney or Village Law Director

Signature _____ Date _____

KIMBLE COMPANY

Name _____ Title _____

Signature _____ Date _____

EXHIBIT A: PRICE SHEET

Recycling Processing Services * Price per ton to be charged for the processing of recyclables at the MRF.	
Contract Year	Price per ton (bagged material)
Year 1: 10/1/20 – 9/30/21	\$96.00
Year 2: 10/1/21 – 9/30/22	\$98.88
Option Year 1: 10/1/22 – 9/30/23	\$101.85
Option Year 2: 10/1/23 – 9/30/24	\$105.92

In the event the City converts to a recycling system to collect loose recyclables, the following prices for recycling processing services will be charged.

Recycling Processing Services* Price per ton to be charged for the processing of recyclables at the MRF.	
Contract Year	Price per ton (loose material)
Year 1: 10/1/20 – 9/30/21	\$69.00
Year 2: 10/1/21 – 9/30/22	\$71.07
Option Year 1: 10/1/22 – 9/30/23	\$73.20
Option Year 2: 10/1/23 – 9/30/24	\$76.13

Container Services for OCC and Mixed Paper Recycling					
	10-yard	20-yard	40-yard		
Container Rental Fee	\$62.50 / mo.	\$62.50 / mo.	\$62.50 / mo.		
	Price Per pull	Price per pull	Price per pull	Price per ton	
Year 1: 10/1/20 – 9/30/21	\$287.00	\$287.00	\$287.00	\$38.00	\$0.00
Year 2: 10/1/21 – 9/30/22	\$296.00	\$296.00	\$296.00	\$38.00	\$0.00
Option Year 1: 10/1/22 – 9/30/23	\$305.00	\$305.00	\$305.00	\$38.00	\$0.00
Option Year 2: 10/1/23 – 9/30/24	\$317.00	\$317.00	\$317.00	\$38.00	\$0.00

***Any loads with excessive contamination may be disposed as solid waste at the rates shown for container services for solid waste as more particularly specified in Contractor's Bid.**

****Includes mixed paper and mixed paper with OCC.**

EXHIBIT B: DEFINITIONS

“Bid” means a proposal submitted to the Consortium in response to the Invitation to Bid as described herein and all attachments thereto including the June 26, 2020 cover letter.

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

“Bid Bond” means a bond issued in the name of each individual Consortium Community in the amount of \$2,000 guaranteeing that if the Bid is accepted, a Contract will be entered into by the Bidder and each Community.

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

“Bid Documents” means the documents prepared and furnished by the District on behalf of the Consortium. 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 Consortium in the Bid Documents on which all Bids must be submitted.

“City” means the Contracting Community.

“Consortium” and **“Consortium Communities”** means the Cities and Villages participating in this Invitation to Bid that have passed resolutions authorizing participation.

“Consortium Resolutions” means the resolutions of the legislative bodies of the Contracting Communities authorizing participation in the Consortium.

“Contract” means the agreement entered into by and between the Successful Contractor and the Contracting Community.

“Contracting Community” means the Consortium Community that enters into an agreement with the Successful Contractor.

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

“District”, “District Offices” and “Solid Waste District” means the Cuyahoga County Solid Waste District with offices located at 4750 East 131 Street, Garfield Heights, OH 44105.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Invitation to Bid” means the request of the Consortium for Solid Waste Disposal and Recycling Processing Services issued by the Cuyahoga County Solid Waste District.

“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 Contracting Communities for shipment to a recycled product manufacturer.

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

“Notice to Proceed” means written notice from a Contracting Community to commence the Recycling Processing Services.

“Performance Bond” means the bond insuring performance of the Recycling Processing Services to be submitted to each Contracting Community upon Contract award in substantially the same form as that included in the Bid Documents.

“Recyclables” and “Recyclable Materials” means residential mixed paper, cardboard, cartons, aluminum, steel and bimetal 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.

“Recycling Processing Services” means all services to relating to the receiving, sorting, baling and other handling of Recyclables delivered by the Consortium Communities 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 Consortium and delivered to the Solid Waste Transfer Station.

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

“Term” means the duration of the Contract, including all executed option years, as defined by Article II of this Contract.

EXHIBIT C: WORKERS' COMPENSATION CERTIFICATE

EXHIBIT D: CORPORATION AFFIDAVIT

EXHIBIT E: PERFORMANCE BOND

To be provided by the Contractor within one week following the execution for the agreement

Ohio**Bureau of Workers'
Compensation**30 W. Spring St.
Columbus, OH 43215**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00268946Period Specified Below
07/01/2020 to 07/01/2021KIMBLE COMPANY
PENN OHIO COAL CO
3596 STATE ROUTE 39 NW
DOVER, OH 44622-7232www.bwc.ohio.gov
Issued by: BWC*Stephanie McCloud*

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation**Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.