

**Residential Municipal Solid Waste Collection,  
Collection of Recyclable Materials and Collection  
of Yard Waste**

**City of Mentor**

**May 2021**

Prepared by the City of Mentor  
Purchasing Department

Approved by:

Matt Schweikert  
Public Works Director

Date: May 12, 2021

## **CITY OF MENTOR OFFICIALS**

### **ADMINISTRATION**

Kenneth J. Filipiak, City Manager

David W. Malinowski, Finance Director

Joseph P. Szeman, Law Director

David A. Swiger, P.E., City Engineer

Matthew Schweikert, Director of Public Works

Kenneth Kaminski, Director, Parks, Recreation and Public Lands

Kevin Malecek, Director of Economic Development & International Trade

Kathy Mitchell, Planning Director

Ken Gunsch, Chief of Police

Robert Searles, Fire Chief

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Janet A. Dowling

Ray Kirchner

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Julie Schiavoni, Clerk

**ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Sealed proposals will be received at the office of the Purchasing Department, City of Mentor, 8500 Civic Center Boulevard, Mentor, Ohio until 12:00 Noon on May 28, 2021 and will be opened and read immediately thereafter for the following project:

**RESIDENTIAL MUNICIPAL SOLID WASTE COLLECTION, COLLECTION OF  
RECYCLABLE MATERIALS AND COLLECTION OF YARD WASTE**

Bids must be in accordance with specifications advertised on the City of Mentor website: [www.cityofmentor.com/category/legalnotices](http://www.cityofmentor.com/category/legalnotices) or RFP's will be available for the cost of printing, pick-up at the Purchasing Office.

Non-Mandatory pre-bid meeting is scheduled for Wednesday, May 19, 2021, at 3:00 p.m., City of Mentor, 8500 Civic Center Boulevard, 2<sup>nd</sup> Floor Conference Room.

The bidder shall be responsible to check for Addenda and obtain same from website.

BY ORDER OF

Kenneth J. Filipiak, City Manager

Publish: *The News Herald*  
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May 19, 2021

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**I.**

**INSTRUCTIONS TO BIDDERS**

*The Instructions to Bidders governs, except where amended by the Specifications.*

The Bidder is responsible for reading and understanding all items herein:

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

2. **DEFINITIONS:**

- A. The term "Bidder" or "Contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications.
- B. The term "City" shall mean the City of Mentor, Ohio.
- C. "Calendar Day" shall mean every day shown on the calendar.
- D. "City Manager" shall mean the Mentor City Manager or his duly authorized representative.

3. **PROPOSAL:** To be entitled to consideration, a proposal must be made in accordance with the following instructions:

- A. **Preparation:** Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.

Prices for material and equipment shall include transporting and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit proposal prices and extension thereof, the unit proposal price shall govern.

- B. **Names of Bidders:** Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

The name of each person signing shall also be typed or printed below the signature. A proposal by a person

who affixes to their signature the word "President," "Secretary," "Agent" or other title without disclosing their principal may be held to be the proposal of the individual signing.

When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

- C. **Delivery:** The proposal shall be sealed in an envelope, addressed to:

City of Mentor  
c/o Purchasing Department  
8500 Civic Center Boulevard  
Mentor, Ohio 44060

and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

- D. **Proposal to Include All Work:** Each proposal shall include all equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.
- E. **Withdrawal of Proposal:** Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- F. **Acceptance or Rejection of Proposal:** The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.

In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

- G. **Proposal Bond or Check:** Each proposal must be accompanied by a cashier's or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of ten (10) percent of the pro-

posal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.

H. Forfeiture of Check or Proposal Bond: If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.

I. Quantities: The quantities of the work shown on the Specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for comparison of the proposals only. The City reserves the right to decrease or increase any quantities and to eliminate any item(s) on the plans or proposal.

J. Informal Proposals: Proposals may be rejected for the following reasons:

- 1) If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached.
- 2) If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- 3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.
- 4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.

4. A. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.

B. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.

1) More than one proposal for the same work from an individual, firm or corporation under the same or different names.

2) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.

3) Proposal prices that obviously are unbalanced.

5. WRITTEN AND ORAL EXPLANATIONS: Should a Bidder find discrepancies in, or omissions from, the drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.

6. ADDENDUM OR MODIFICATION: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.

7. TAX EXEMPTIONS: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

8. DISCRIMINATION: In hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

Neither the Contractor, subcontractor, nor any person in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, age, sex or handicap.

9. INSURANCE: If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:

- (a) Commercial General Liability insurance with minimum limits of not less than \$1,000,000 combined single limit. Coverage is to include contractual liability, a per

project general aggregate limit, primary and non-contributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations. If such coverage is written on a Claims Made or Claims Made and Reported basis, (i) such coverage will have a retroactive date that is equal to or that precedes the date of the contract and be maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract, (ii) may be replaced with other Claims Made or Claims Made and Reported coverage with a retroactive date that is equal to or that precedes the date of the contract and maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract or (iii) may be cancelled after the termination of or expiration of the contract only if it is replaced by an extended reporting period with a duration of not less than three (3) years.

- (b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than \$1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.
- (c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

- 10. LIABILITY: The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.
- 11. ROYALTIES AND/OR LICENSE FEES: The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.

- 12. ASSIGNMENT OF CONTRACT: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.
- 13. CANCELLATION: Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.
- 14. CONTROL OF WORK: The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.
- 15. CLAIMS FOR ADJUSTMENT AND DISPUTES: If, in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.
- 16. DURATION OF CONTRACT: The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.
- 17. PURCHASES: After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.
- 18. DELIVERY: The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.



If deliveries are not made within such period, then the City may purchase such items in the open market; and if the prices paid by the City shall be greater than the contract price, the Bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain.

United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

QUESTIONS: Call the Finance Department at (440) 974-5776.

Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal-Contract Form.

19. PAYMENT OF INVOICES: Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.

20. CONTRACT BOND: The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Law Director, including sureties.

In lieu of a performance bond the City may elect to hold the Proposal Deposit Check, submitted with the proposal, until the contract has been fulfilled. **Any deviation from the required one hundred percent (100%) figure will be noted in the Specifications.**

21. GENERAL: Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and, upon completion, remove tools, equipment, waste and debris and leave the site in "broom-clean" condition. Contractors shall warrant all equipment, materials, services and supplies with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.
22. WAIVERABILITY: The City of Mentor reserves the right to accept any part of any proposal and reject all or parts of any and all proposals, and waive any informalities in the bidding procedure.
23. PREVAILING WAGE: Contractors must comply with ORC Chapter 4115 when applicable. It is the Contractor's responsibility to contact the City's Prevailing Wage Coordinator to determine requirements.
24. TAXES: Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the

**FORM OF NONCOLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says  
(Individual Name)

that he/she is \_\_\_\_\_ of \_\_\_\_\_  
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## **CORPORATE RESOLUTION**

I, \_\_\_\_\_,  
(Individual Name)

Secretary of \_\_\_\_\_ an \_\_\_\_\_ Corporation  
(Corporation Name) (State)

hereby certify that the Board of Directors of said Corporation on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted a resolution authorizing the \_\_\_\_\_  
(Corporation Title, i.e., President)

of this Company, namely, \_\_\_\_\_, to sign bid proposals,  
(Individual Name)

sign and enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said \_\_\_\_\_ in his sole discretion shall deem best, and that said actions  
(Corporation Title, i.e., President)

shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at \_\_\_\_\_, \_\_\_\_\_ this \_\_\_\_\_ day  
(City) (State)  
of \_\_\_\_\_, 20\_\_\_\_, and I further certify that said resolution is still in full force and effect.

\_\_\_\_\_  
Corporate Secretary

## **PROPOSED SUBCONTRACTORS**

The Bidder is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Description: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Amount: \$ \_\_\_\_\_ % of Contract: \_\_\_\_\_
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Description: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Amount: \$ \_\_\_\_\_ % of Contract: \_\_\_\_\_
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Description: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Amount: \$ \_\_\_\_\_ % of Contract: \_\_\_\_\_
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Description: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Amount: \$ \_\_\_\_\_ % of Contract: \_\_\_\_\_
5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Description: \_\_\_\_\_  
Phone: (     ) \_\_\_\_\_ Amount: \$ \_\_\_\_\_ % of Contract: \_\_\_\_\_

## **EXPERIENCE RECORD**

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. Provide data for the last TEN (10) years.

## **BIDDER'S INSURANCE AGENT'S AFFIDAVIT**

PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, first being duly  
(Name) (Title)  
sworn do state the following:

- (a) that I am an Insurance Agent licensed to transact business in the State of Ohio;
- (b) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;
- (c) that I am familiar with the insurance that \_\_\_\_\_  
(Bidder's Company Name)  
has in force, and that its insurance meets the contract requirements or that it can be amended or endorsed to meet the contract requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;
- (d) that all additional policies and/or endorsements required in the specifications are available;
- (e) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;
- (f) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in his bid;
- (g) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;
- (h) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

\_\_\_\_\_  
(Agent's Signature)

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
(Agent's Name)

\_\_\_\_\_  
Agency Address

\_\_\_\_\_  
Agency City, State and Zip Code

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(E-mail)

**BID SECURITY**

**CONTRACTOR SHALL STAPLE ONE OF THE FOLLOWING FORMS  
OF BID SECURITY TO THE FRONT OF THIS PAGE AND  
SUBMIT WITH THE BID.**

**CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID**

**OR**

**IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID**

**OR**

**BOND (BID/PERFORMANCE/PAYMENT" BOND, a.k.a., "ROLLOVER BOND") FOR  
100% OF THE AMOUNT BID PER ORC SECTIONS 153.54 AND 153.571**

**STATEMENT OF BIDDER QUALIFICATIONS**

BIDDER NAME (print/type): \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

BIDDER CONTACT: \_\_\_\_\_

BIDDER PHONE NUMBER: \_\_\_\_\_

BIDDER FAX NUMBER: \_\_\_\_\_

BIDDER E-MAIL: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

State Tax Identification Number: \_\_\_\_\_



## **STATEMENT OF BIDDER QUALIFICATIONS**

1. Years in business providing the goods or service requested in this bid. \_\_\_\_\_
  2. Please list on a separate sheet(s), contracts with municipalities previous and presently held. Please list by community name, contact person, address, phone number, and scope of project (starting with the most recent).
  3. Is your company in satisfactory financial condition? Yes \_\_\_\_\_ No \_\_\_\_\_
  4. How many miles is your facility from the Mentor Municipal Center? \_\_\_\_\_
  5. Please list on a separate sheet(s) the *equipment to be used in fulfilling this contract*.
  6. Identify the project manager who will be assigned to this project and applicable years of experience managing comparable jobs. \_\_\_\_\_
- 

For the following questions, on a separate sheet please describe in full the circumstances for any "Yes" answer.

7. Has your company had any business interruptions as a result of financial conditions in the past two (2) years? Yes \_\_\_\_\_ No \_\_\_\_\_
8. Has your company been rejected for a public contract despite being a low bidder for any reason? Yes \_\_\_\_\_ No \_\_\_\_\_
9. Has your company had any claims against or a performance bond cancelled? Yes \_\_\_\_\_ No \_\_\_\_\_
10. Has your company paid penalties or liquidated damages on a public project? Yes \_\_\_\_\_ No \_\_\_\_\_
11. Has your company been found to have committed an unfair labor practice or any other employment/labor law violation in such areas as discrimination, prevailing wage, Workers Compensation or OSHA? Yes \_\_\_\_\_ No \_\_\_\_\_
12. Has your company in the last three (3) years had a municipal contract cancelled or terminated? Yes \_\_\_\_\_ No \_\_\_\_\_

NOTICE OF AWARD

PROJECT DESCRIPTION: **City of Mentor  
Residential Municipal Solid Waste Collection,  
Collection of Recyclable Materials and Collection of  
Yard Waste**

Whereas, \_\_\_\_\_ responded to an invitation to bid as to Residential Municipal Solid Waste Collection, Collection of Recyclable Materials and Collection of Yard Waste services and whereas said bid by \_\_\_\_\_ was approved by the City Council as the lowest and best bid, now, therefore, the City of Mentor awards the contract subject to final acceptance below to \_\_\_\_\_ to be performed pursuant to the terms and conditions specified in the following documents (component parts).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance and other documents within ten (10) calendar days from the date of this Notice.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed copy of the contract documents.

**ACKNOWLEDGMENT OF AWARD**

OWNER: City of Mentor

CONTRACTOR: \_\_\_\_\_

As per Ordinance No. \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACT

FOR: Residential Municipal Solid Waste Collection, Collection of Recyclable Materials and Collection of Yard Waste.

THIS AGREEMENT made and entered into at Mentor, Ohio, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between The City of Mentor, OWNER, and \_\_\_\_\_ (a corporation, partnership or individual), CONTRACTOR.

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed, to furnish at his own cost and expense, all the necessary tools, materials, and labor in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with job).

1. Advertisement for Bids/Public Notice to Bidders
2. Instructions to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications on file in the office of the OWNER.

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the OWNER may direct. Further he shall complete the whole of said work in accordance with the specifications to the satisfaction of the OWNER on the time stated.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS THEREOF: The parties hereunto affixed their signature the day and year first mentioned above.

CONTRACTOR

BY: \_\_\_\_\_

OWNER

BY: \_\_\_\_\_  
Kenneth J. Filipiak, City Manager

FUNDS AVAILABLE:

BY: \_\_\_\_\_  
David W. Malinowski, Director of Finance

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Joseph P. Szeman, Law Director

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS  
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) CERTIFICATE OF INSURANCE FOR  
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY**
  
- B) CERTIFICATE OF INSURANCE FOR  
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**
  
- C) CERTIFICATE OF WORKER'S COMPENSATION**
  
- D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

\* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

## DELINQUENT PERSONAL PROPERTY STATEMENT

\_\_\_\_\_, having been awarded a contract by the City of Mentor, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, shall be set forth below.

A copy of this statement shall also be incorporated into the Contract made between the City of Mentor and \_\_\_\_\_ and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part hereof.

Delinquent Personal Property Tax \$ \_\_\_\_\_

Penalties \$ \_\_\_\_\_

Interest \$ \_\_\_\_\_

Signed: \_\_\_\_\_  
(Contractor)

Subscribed in my presence, and sworn to before me, this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_  
(Notary Public)

**AFFIDAVIT**  
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of \_\_\_\_\_ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
  - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
  - ☐ Corporation organized and existing under the laws of the State of \_\_\_\_\_
  - ☐ Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R)(3).

Affiant further sayeth naught.

By: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## ESCROW WAIVER

In accordance with a certain Contract between the City of Mentor (hereinafter referred to as "the Owner") and \_\_\_\_\_, (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

CONTRACTOR

\_\_\_\_\_  
Company Name

CITY OF MENTOR

\_\_\_\_\_  
Kenneth J. Filipiak, City Manager



NOTICE TO PROCEED

Project: Residential Municipal Solid Waste Collection, Collection of Recyclable Materials and Collection of Yard Waste

Owner: City of Mentor

To:

Date:

You are hereby notified to commence work in accordance with the Contract dated January 1<sup>st</sup>, 2022.

OWNER:

---

Kenneth J. Filipiak, City Manager

Completed copy of this Notice to Proceed will be sent to the Contractor's Surety and Surety's Agent.

**CONTRACTOR SHALL COMPLETE THE FOLLOWING AND RETURN  
WITHIN 10 DAYS OF NOTICE OF AWARD:**

**THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT  
THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED  
CONTRACT:**

**A) FINDINGS FOR RECOVERY – ORC 9.24**

**B) NOTIFICATION OF SURETY AND AGENT OF CONTRACT AWARD –  
ORC 9.32 (if applicable)**

**C) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF  
CONTRACT EXECUTION – ORC 153.64 (if applicable)**

# CITY OF MENTOR, OHIO

## RESIDENTIAL MUNICIPAL SOLID WASTE COLLECTION, COLLECTION OF RECYCLABLE MATERIALS AND COLLECTION OF YARD WASTE

### III. PROJECT BID SPECIFICATIONS

#### Section 1 – Statement of Intent

- 1.1 It is the intent of these specifications to set forth all conditions under which work on the project described herein shall be conducted. The intent and purpose of the City of Mentor is to have a comprehensive and exclusive collection and disposal system for Municipal Solid Waste (MWS), recyclable materials and yard waste for single-family residential homes. (Currently approximately 15,600 households participate in the collection contract). Bidders are welcome to submit bids on one, two or all three components of this program.

This collection program will occur on a weekly basis and be conducted in accordance with all federal, state and local laws. The collection days for MSW, yard waste and recycling must remain the same as the current collection schedule, unless otherwise indicated in these bid specifications.

Bids are also being requested for a disaster management proposal.

A non-mandatory pre-bid meeting is scheduled for Wednesday, May 19, 2021 at 3:00 p.m., City of Mentor, 8500 Civic Center Blvd., 2<sup>nd</sup> Floor Conference Room.

#### Section 2 – Bid Conditions

- 2.1 The attached Bid Notice, as advertised in a newspaper of general circulation within the City of Mentor, shall be considered to be a part of these specifications and incorporated herein. All bid conditions will apply regardless of how many sections of this bid are being submitted.
- 2.2 Prospective bidders are advised to become familiar with the instructions and requirements set forth in these specifications before preparing their response. All eligible households will have the option of selecting one of several levels of service for solid waste. Some eligible households may opt not to select any service for solid waste. There are currently approximately 15,600 households enrolled in the solid waste program with the current contract holder.
- 2.3 Bidders shall use the bid proposal forms provided with these specifications.

- 2.4 Each bidder shall be required to submit the following documents with this bid:
- Form of non-collusion affidavit
  - Statement of Qualifications and supporting documents
  - List of references
  - Bid proposal form
  - Bid bond
  - Corporate Resolution
  - Signature page
- 2.6 Bid proposals shall be submitted in typewritten form or completed in ink. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 2.7 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 2.8 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 2.9 The City will accept bid proposals only from those persons, firms or corporations that have been providing municipal waste collection/disposal services for, at least, ten years prior to the date of the bid opening.
- 2.10 The bid proposal may be accompanied by a written statement of the bidder's overall concept of service delivery including, but not limited to, number, types and age of collection vehicles and experience of employees and management that would be involved in Mentor's collection program.
- 2.11 The owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 2.12 The City may conduct further investigations to assist in the evaluation of any bid and to establish the qualifications and financial ability of the bidder, and any proposed subcontractors, to provide the service outlined in these bid specifications.
- 2.13 The City of Mentor reserves the right to award separate and individual contracts for any and all options and alternates as may be desired. The City will not be liable for any losses or damages based upon such award(s).
- 2.14 The bid shall contain an acknowledgment of receipt of all Addenda.

### Section 3 – Bid Security

- 3.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per O.R.C. 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a Bid Guarantee and Contract Bond ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid including all alternates, if any.
- 3.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 3.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
  - A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on his bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
  - B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on his bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 3.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

### Section 4 – Bonds and Insurance

- 4.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require, and the successful Bidder shall furnish either:
  - A. "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.

B. Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price.

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

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

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

General Requirements: The contractor shall not commence work herein until it has obtained the required insurance in the form of an Acord certificate. The insurance shall provide at least ten (10) days prior written notice if the insurance should be changed or cancelled

The certificate of insurance shall:

- Name City of Mentor as an additional insured for coverages required under a., b. and c. below, for claims arising out of the performance of the contract.
- Contain a waiver of subrogation in favor of City of Mentor
- Make specific reference to the subject Contract
- Make specific reference to all deductibles & Self-Insured Retentions (SIR)
- Be primary and non-contributing to any insurance possessed or procured by City of Mentor
- Be issued by a company having not less than an A-, X rating by the A.M. Best Company.

All certificates are subject to acceptance by City of Mentor

- 4.3 Other Party must have minimum insurance coverage, as identified herein below.
- a. Commercial General Liability Insurance in the amount of \$1,000,000 limit per occurrence for bodily injury and property damage with a \$2,000,000 per project annual aggregate. Owner will accept any combination of primary CGL

and Excess or Umbrella policies to meet the minimum coverage requirements above. Said policy shall also include:

- Premises/operations coverage
  - Personal Injury coverage
  - Liability for independent contractors
  - Products/Completed operations liability insurance: This insurance must be maintained for a period of not less than 2 years from the date of final payment.
  - Contractual liability coverage insuring the “hold harmless” provision set forth in this Contract
  - Said policy shall be written on an “occurrence” basis.
- b. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit each accident for bodily injury and/or property damage. Said policy shall apply to all owned, leased, hired and non-owned vehicles used in connection with the work.
- c. Excess liability (Umbrella) Coverage: Must include coverage with minimum limits excess of coverage required under Sections a. and b. of \$10,000,000 per occurrence and aggregate.
- d. Pollution Legal Liability insurance covering contractor’s operations under this contract in an amount of not less than \$2,000,000; including transit and non-owned disposal site coverage.
- e. Statutory Workers Compensation coverage in compliance with all applicable state workers’ compensation laws to cover all employees furnishing labor and the terms of this contract. Employers’ Liability coverage in the amount of \$1,000,000 per accident/\$1,000,000 per employee for disease will also be included, either under the Workers’ Compensation policy or under the Commercial general Liability policy (Stop Gap) referenced under a. above. In Ohio: a copy of a certificate of premium payment from the Industrial Commission and Bureau of WC, or a copy of the Certificate of Employer’s Right to Pay Compensation Directly.
- f. If the contract involves the provision of any professional services to the City of Mentor (e.g. design, professional consulting, analysis): professional Liability/Errors & Omissions Insurance in the amount of \$1 million per claim and \$3 million in the aggregate. The definition of wrongful acts must be applicable to the work performed hereunder. As this insurance is written on a claims-made basis, the policy must be maintained for a minimum of two years following completion of the work.
- 4.4 Before beginning work, the contractor shall furnish to the City satisfactory proof that full Workers’ Compensation coverage has been secured for all persons that may be employed directly or through subcontractors.

- 4.5 The contractor shall name the City of Mentor as an “Additional Named Insured” on all the contractor’s insurance policies, and this shall be reflected on the Certificate of Insurance.
- 4.6 The contractor’s required insurance shall be endorsed to provide that the policy(ies) will not be changed or cancelled without thirty days prior written notice to the City of Mentor.
- 4.7 Prior to commencing work under each contract or subcontract, certificates of insurance shall be submitted and approved by the City. The contractor is responsible for obtaining certificates of insurance establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.
- 4.8 The surety companies and other signers of any of the aforementioned bonds, and all insurance companies providing coverage herein, shall familiarize themselves with all of the conditions and provisions of this contract, and shall waive the right for special notification of any change or of decreased or increased work, or of cancellation of the contract, or of any other act or acts by the City or its authorized employees and agents under the terms of this contract. Failure to notify the aforesaid surety companies or insurance companies of changes shall in no way relieve the surety companies or insurance companies of their obligations under the contract.
- 4.9 Before entering into a contract, the City shall require and the successful bidder shall furnish a performance bond in the following amounts:
- Solid Waste - \$1,000,000.  
Recycling - \$500,000  
Yard Waste - \$500,000

The bond shall be underwritten by a surety company authorized to transact business in the State of Ohio having a local agent, upon whom service of process can be made, conditioned on the faithful performance of the work in accordance with these specifications. Such bond shall also indemnify the City against the damages that may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications, and guaranteeing the payment of all lawful claims of subcontractors, material providers and laborers for labor performed and materials furnished in carrying forward, performing or completing this contract.

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



- 4.10 In the event the contract is awarded for a multi-year period, the performance bond may provide for a pro-rata reduction, annually.

#### Section 5 – Award and Execution of Contract

- 5.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 5.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60-day period may be extended.
- 5.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 5.4 The City shall execute and deliver one set of fully executed contract documents to the successful bidder.
- 5.5 A notarized and fully executed Non-Collusion Affidavit must accompany the bid proposal.
- 5.6 The bidder shall state on the appropriate contract form the names of all proposed subcontractors and the items of work they are to be assigned. All work not assigned to a subcontractor shall be assumed to be performed by the bidder.
- 5.7 The successful bidder shall not subcontract more than 10% of the total contract. All use of subcontractors must be approved by the City Manager or his authorized representative. If the City, after due investigation, rejects the use of a proposed subcontractor, the apparent successful bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their proposal without sacrificing their bid surety. Any subcontractor that is not contested by the City shall be deemed acceptable.
- 5.8 Requests for changes of subcontractor by the bidder after the award shall be subject to the City's approval and shall not change any contract pricing.
- 5.9 Each bid or proposal shall specify the type of equipment to be used in the performance of the contract.
- 5.10 All work performed by the contractor, subcontractors or any of their employees or agents in the execution of this contract shall comply with all City, State and Federal health and safety regulations.

- 5.11 The successful bidder will acquire and maintain, at their own expense, any and all licenses, permits and certificates required by the City, County or State relative to the execution of this contract.

## Section 6 – Definitions

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

Building or Construction Waste – Waste materials and rubbish resulting from the construction, alteration or repair of buildings and structures such as walls, driveways and sidewalks. It may consist of wood, dry wall, metal, concrete, dirt and structural material.

Bulk Items – Included within the definition of municipal solid waste. Includes furniture, appliances, hot water tanks and any other items deemed appropriate by the Director of Public Works. May also include any other smaller item(s) that are properly bagged or containerized and simply will not fit in the contractor-supplied container.

Also, included in this definition is a limited amount of home repair material e.g. dry wall, cabinets etc. that would otherwise be considered building/construction waste.

“Brush” – Shrub and tree trimmings, primarily wood, including branches less than three inches (3”) in diameter and less than four feet (4’) in length. Rakings and small trimmings can be placed in rigid, waterproof, reusable containers.

City Manager – The City Manager for the City of Mentor, Ohio

City – The area within the corporate boundaries

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

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

Curbside Collection – Items to be collected shall be placed at a point no further than 5 feet from the edge of pavement or back of a curb.

Hazardous Waste – All household, industrial and commercial waste classified as hazardous by State and Federal regulations.

## Section 6 – Definitions (continued)

Municipal Solid Waste – (Used synonymously with Garbage) – Those items commonly discarded by residential households. Not included will be any type of hazardous waste, yard waste, and waste indicative of a home-based business.

Paper Bags – A paper yard waste bag of, at least, 1.5 mil thickness that is designed for and designated as a yard waste bag.

Recyclables – The current list of those materials included in the City of Mentor’s recycling collection program includes: newspapers; magazines; household paper (mail); steel and aluminum food or beverage containers; glass bottles and jars; #1 and #2 plastic bottles or jars; corrugated cardboard; and chipboard (e.g. cereal boxes)

“Vegetative wastes” – For the purpose of this contract vegetative waste will include weeds, plants, garden trimmings and other natural, compostable materials commonly found in residential properties.

“Yard waste” – Yard waste is defined as leaves, grass, brush and vegetative wastes.

## Section 7 – Scope of Project – solid waste

7.1 The contractor will provide all interested residents with the following choice of service options for solid waste:

- 1 One 96 gallon (approx) wheeled container
- 2 Two 96 gallon (approx) wheeled containers
- 3 Three 96 gallon (approx) wheeled containers
- 4 Four 96 gallon (approx) container

Recycling – participating residents currently have 64 gallon (approx) carts for the current every other week program. The contractor will provide a comparable size cart or a 96 gallon cart for the purpose of the recycling collection, at the discretion of the household.

Pricing will also be requested for the addition of “unlimited” collection (see Section 21)

The successful bidder will commit to taking all solid waste to the Lake County Landfill. (Please note alternate landfill option)

## Section 8 – Term of Contract

- 8.1 The initial term of the contract shall be for five years beginning January 1<sup>st</sup>, 2022 and ending December 31<sup>st</sup>, 2026. The City is also requesting bids for five one-year options. If these option years are to be exercised, both parties must agree, in writing, to extend the contract no later than September 1<sup>st</sup> of each year.

## Section 9 – Invoicing

- 9.1 The City of Mentor currently subsidizes the cost of the MSW collection program by paying 50% of the cost of the basic (i.e. container) service. The contractor may bill in advance each subscriber on a quarterly basis for the desired level of service. The City of Mentor's portion of the cost may be billed monthly but will not be paid until the end of each month. Residents wishing to discontinue service must be reimbursed the appropriate portion of the amount they paid in advance. The City reserves the right to modify the allocation of the total bill, including the fuel surcharge (if applicable), and will advise the contractor by December 1<sup>st</sup> of each year as to how the total cost will be allocated.

The contractor must allow residents to pay “on-line” and to pay in advance.

- 9.2 The contractor shall submit a quarterly summary of all materials collected.
- 9.3 The contractor shall discontinue collection service at any household for non-payment and shall resume collection on the next regularly scheduled collection day following payment. The contractor will not invoice the City for any households not being collected due to non-payment.

Upon the City's request the contractor will provide a listing of all customers along with a listing of those customers not current in their payments.

## Section 10 – Strike or Failure to Perform

- 10.1 In the event of a strike by, or which affects the employees of the contractor or failure of the contractor to perform according to the conditions of this contract, the City reserves the right to make arrangements for the immediate collection and disposal of residential municipal solid waste. The cost of this interim service shall be paid by the contractor, may be deducted from any amounts owed or result in forfeiture of the performance bond.

## Section 11 – General Conditions

- 11.1 The contractor will be required to provide the residential collection service in accordance with the current schedule which has the City divided into five collection zones (unless otherwise indicated). Any modification to this schedule must be approved by the Director of Public Works.

- 11.2 The contractor will provide a notice to advise customers who have not complied with required rules and regulations. The contractor will maintain a record of those residents that have been so notified.
- 11.3 The contractor shall assign a qualified person to be in charge of the collection operations and be a primary point of contact for City personnel. This person will be accessible at all times via cellular phone.
- 11.4 The contractor's collection employees shall wear clean uniforms bearing the contractor's company name such that they present a neat, professional appearance.
- 11.5 The City has the right to request a transfer of any employee who is grossly negligent or discourteous in the performance of their duties.
- 11.6 The contractor shall provide carry-out collection services at the same rate as the curbside collection service for any resident with a physical disability which limits or impairs the ability to walk, in accordance with ORC 4503.44(a)(1). Residents requesting carry-out collection service must complete the required verification form to be supplied by the City. The point of collection for the garbage and recycling carts shall be no more than 75' from the edge of pavement. Yard waste and bulk items must be placed at the curb.

#### Section 12 – Estimated Residences to be Served

- 12.1 There are an estimated 16,500 single-family homes in the City of Mentor which will be eligible for this program. The City's current waste hauler, Waste Management Inc., bills approximately 15,600 residents on a quarterly basis.

#### Section 13 – Municipal Facility Services

- 13.1 The contractor shall, at no charge, supply dumpsters and disposal services to all City facilities with the frequency desired by the City. The City reserves the right to request additional services for special events at no charge. The City also reserves the right to add additional facilities at any point. The current list of City facilities includes, but is not limited to:

a. Fire Station #1	6929 Heisley Road	1 – two cy container
b. Fire Station #2	5025 Corduroy Road	1 – two cy container
c. Fire Station #3	7957 Mentor Ave	1 – two cy container
d. Fire Station #4	6900 Reynolds Rd	1 – two cy container
e. Fire Station #5	8467 Civic Ctr Blvd	1 – four cy container
f. Wildwood Cultural Center	7645 Little Mtn Rd	1 – three cy container
g. Cemetery	6881 Hopkins Road	1 – three cy container
h. Springbrook Park	6776 Heisley Rd.	1 – four cy container
i. Mentor Beach Park*	7779 Lakeshore	1 – six cy container

j. City Hall/Police*	8500 Civic Ctr	2 – six cy container
k. Municipal Maint Facil	6645 Hopkins	2 – six cy containers
l. Garfield Park*	7967 Mentor Ave	2 – six cy containers
m. Civic Arena*	8600 Munson Road	2- eight cy containers
n. Civic Center Pool*	8600 Munson Road	1 – eight cy container
o. Garfield Pool*	7967 Mentor Ave	1 – six cy container
p. Morton Pool*	9325 Rosemary Lane	1 – six cy container
q. Bellflower Park	7221 Bellflower Rd	1 – four cy container
r. Civic Ctr Ballfield*	8500 Civic Ctr Blvd	1 – six cy container
s. Mentor Sr Ctr*	8484 Munson Rd	1 – three cy container
t. Marina	8365 Harbor Dr	3 – six cy container
u. Blackbrook Golf Course	8900 Lakeshore Blvd	1 – six cy containers
w. Dead animal bin	Station St. terminus	1 – 4 cy container

\* Twice per week collection. Pools, however, only need collection during summer months

#### Section 14 – Collection Days and Times

- 14.1 The contractor shall collect MSW, recycling and yard waste from each subscriber on the same regularly scheduled day at approximately the same time, unless otherwise indicated. Contractor shall not begin collection before 7:00 a.m. and must complete the daily collection no later than 7:00 p.m. There shall be no collection on Sundays or national holidays (i.e. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas).
- 14.2 Collections scheduled for the holidays mentioned previously will be made on the next day.
- 14.3 The contractor will establish collection routes identical to the routes currently being utilized for MSW, recycling and yard waste. (see enclosed map)

#### Section 15 – Collection Area

- 15.1 The area to be served under this contract is the entire incorporated area of the City of Mentor. The only exception is Mentor Beach Park which is located in Mentor-on-the-Lake.

#### Section 16 – Collection Vehicles

- 16.1 The Contractor shall use enclosed, leakproof, packer-type trucks for the collection of materials. The trucks shall be of good appearance in new or like-new condition. There shall be no, or minimal, rust, no extraneous markings and no obvious dents or damage. The trucks shall be maintained in good working order and be kept clean

- 16.2 Contractor's vehicles must be equipped with audible warning devices and flashers in accordance with all Federal and State requirements.
- 16.3 Each vehicle shall be clearly and visibly marked on each side with the name of the hauler and a distinct truck number.
- 16.4 The bidder shall list all equipment and vehicles to be used in the execution of this contract.

#### Section 17 – Customer Service Standards

- 17.1 The contractor shall be responsible for the resolution of customer complaints. Complaints directed to the City will be forwarded to the contractor's primary representative who will provide a prompt remedy, if one exists. The contractor will also maintain a customer service line and e-mail contact to handle additional concerns and complaints. In the case of an unresolved dispute the decision of the Public Works Director will be binding.
- 17.2 The contractor shall have an established business address and maintain a toll-free customer service office.
- 17.3 The contractor shall equip all vehicles and/or personnel with radios or phones.
- 17.4 The contractor shall supply the City with a quarterly listing of complaints and the resolution.
- 17.5 The contractor will fund the printing and mailing of a city-approved pamphlet/postcard to all single-family households describing the collection options and costs.

#### Section 18 – Disposal

- 18.1 All MSW collected within the City of Mentor shall be disposed of in accordance with all state and federal regulations.

#### Section 19 – Municipal Solid Waste Collection Conditions

- 19.1 The contractor shall not be required to collect MSW from apartment buildings, commercial buildings, industrial establishments and trailer parks.
- 19.2 The contractor shall be responsible for compliance with City ordinances regarding noise, time and access limitations.
- 19.3 No waste shall be transported in the City of Mentor in such a manner as to permit any part of this waste to escape from the collection vehicle onto any public or

private property. The contractor will be responsible for all waste or leakage from any collection vehicles and must arrange for immediate cleanup.

#### Section 20 – Collection Containers – MSW and Recycling

- 20.1 The contractor will provide all subscribing customers with a plastic container suitable for the collection of MSW. These containers will come in the sizes requested in the bid documents. Slight size deviations will be acceptable with the approval of the Director of Public Works. Containers will have handle(s), wheels and a snug fitting, attached lid. Containers must be comparable to the containers currently being utilized and must be approved by the Director of Public Works. A picture or “cut sheet” of the proposed containers should be included in the bid. All containers will be in a new or like-new condition and will be of a standard color and free from markings.
- 20.2 The contractor will be responsible for maintaining the carts in a serviceable condition. The contractor will exercise caution in the handling of the carts and will return the carts to the point of collection in an upright position. The contractor will immediately collect any spilled waste.

#### Section 21 – Bulk Item Collection

- 21.1 The City of Mentor is requesting pricing for the inclusion of unlimited and bulk item collection. This service allows all single-family homes to set out additional items (i.e. in addition to their container) on a weekly basis on the same day as the container collection. This additional waste may include bagged or containerized waste as well as large individual items such as appliances and furniture.
- 21.2 The contractor will not be required to remove any waste that has not had chloroflourocarbons (CFCs) removed. Removal will be verified by a sticker placed on the item.
- 21.3 The contractor will not be required to remove significant amounts of construction and demolition debris associated with major home renovations/improvements, however, modest amounts of these items will be accepted by the contractor. Items weighing in excess of 250 pounds or greater than 8 feet in length need not be taken by the contractor.
- 21.4 Tires shall not be accepted as part of this program.

#### Section 22 – Fuel Adjustment Mechanism

It is not required but bidders may submit a proposal for a mechanism to adjust invoices to account for changing fuel prices. Bidder shall specify if this proposal applies to solid waste collection and/or recycling collection and/or yard waste collection.



All questions about these bid specifications should be directed to the Director of Public Works at (440) 974-5781 or [pubworks@cityofmentor.com](mailto:pubworks@cityofmentor.com).

#### IV - BID PROPOSAL(S)

##### BID ITEM A – WEEKLY RESIDENTIAL CURBSIDE COLLECTION MUNICIPAL SOLID WASTE

PLEASE PROVIDE A PER MONTH, PER HOME COST FOR PROVIDING WEEKLY COLLECTION OF RESIDENTIAL MUNICIPAL SOLID WASTE IN ACCORDANCE WITH THESE SPECIFICATIONS.

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Option 4</u>
	1-96 gal cart	2-96 gal cart	3-96 gal cart	4-96 gal cart
<u>YEAR</u>				
2022	\$_____	\$_____	\$_____	\$_____
2023	\$_____	\$_____	\$_____	\$_____
2024	\$_____	\$_____	\$_____	\$_____
2025	\$_____	\$_____	\$_____	\$_____
2026	\$_____	\$_____	\$_____	\$_____
<u>OPTION YEARS</u>				
2027	\$_____	\$_____	\$_____	\$_____
2028	\$_____	\$_____	\$_____	\$_____
2029	\$_____	\$_____	\$_____	\$_____
2030	\$_____	\$_____	\$_____	\$_____
2031	\$_____	\$_____	\$_____	\$_____

## BID ITEM B – BULK/UNLIMITED COLLECTION

PLEASE PROVIDE A PER HOME, PER MONTH COST FOR ACCEPTING WEEKLY, BULK/UNLIMITED WASTE TO BE INCLUDED WITH COLLECTION OPTIONS 1 – 4.

THIS COLLECTION WILL OCCUR ON THE SAME DAY AS ABOVE. (MUST ALSO BID ON SECTION A)

<u>YEAR</u>	<u>BULK COLLECTION</u>
2022	\$_____ /HH/MO
2023	\$_____ /HH/MO
2024	\$_____ /HH/MO
2025	\$_____ /HH/MO
2026	\$_____ /HH/MO

### OPTION YEARS

2027	\$_____ /HH/MO
2028	\$_____ /HH/MO
2029	\$_____ /HH/MO
2030	\$_____ /HH/MO
2031	\$_____ /HH/MO

### Alternate Landfill Option

Applicable to solid waste and bulk disposal. The city requires the hauler to exclusively utilize the Lake County Landfill for the purpose of disposing of solid waste (including bulk items). Please indicate what, deduction there will be to the solid waste disposal cost if the hauler is allowed to use an approved landfill other than the Lake County facility.

BID ITEM C – EVERY OTHER WEEK RESIDENTIAL CURBSIDE COLLECTION OF  
RECYCLABLE MATERIALS COMPARABLE TO THE CURRENT  
PROGRAM AND CURRENT COLLECTION SCHEDULE

OPTION 1      1-96 or 64-Gal cart

YEAR

2022            \$\_\_\_\_\_/HH/MO

2023            \$\_\_\_\_\_/HH/MO

2024            \$\_\_\_\_\_/HH/MO

2025            \$\_\_\_\_\_/HH/MO

2026            \$\_\_\_\_\_/HH/MO

OPTION  
YEARS

2027            \$\_\_\_\_\_/HH/MO

2028            \$\_\_\_\_\_/HH/MO

2029            \$\_\_\_\_\_/HH/MO

2030            \$\_\_\_\_\_/HH/MO

2031            \$\_\_\_\_\_/HH/MO

## BID ITEM D – DISASTER MANAGEMENT BID

The City of Mentor intends to be prepared to deal with the debris removal aspects of any natural or man-made disaster which generates significant amounts of debris that cannot be disposed of as part of the weekly service. Interested bidders shall supply a disaster management proposal including, but not limited to, a detailed scope of service and the costs associated with each level of service. The focus will be the prompt removal of both natural and man-made debris that is placed in or near the public right-of-way. Also included in this proposal should be a list of collection and waste disposal methods and a time frame for response.

Bidders shall supply a list of references for both themselves and any proposed subcontractors that would be involved in this program.

All fees and prices should be clearly laid out and will include rates for labor, materials, equipment and waste disposal. Bid prices need only be submitted for calendar year 2022. Future year's pricing may be increased by the percentage increase reflected in the regional consumer price index for urban wage earners.

The contractor will be selected based on factors, including but not limited to, such as general waste collection experience, emergency waste collection experience, knowledge of FEMA reporting requirements and volume of resources.

This portion of the bid may be awarded separately or with other aspects of this bid.

*All questions about these bid specifications should be directed to the Director of Public Works at (440) 974-5781 or [pubworks@cityofmentor.com](mailto:pubworks@cityofmentor.com).*

# CITY OF MENTOR, OHIO

## YARD WASTE COLLECTION

### IV. BID PROPOSALS (continued)

#### **BID ITEM E - WEEKLY, CURBSIDE COLLECTION OF YARD WASTE – LUMP SUM**

The work covered in this bid consists of a collection of all yard waste as described herein from each occupied single-family home within the City of Mentor. These specifications are as follows:

- Yard and vegetative waste must be placed in a paper yard waste bag or a rigid, reusable container. Total weight should not exceed 35 pounds.
- Brush will be tied into bundles with a length not exceeding 4' and with no individual branch being greater than 3" in diameter. Total weight of each bundle will not exceed 35 pounds. Brush may also be placed in a paper bag or rigid, reusable container.

Excepted from this program will be all commercial and industrial properties, condominiums, rental apartments, trailer/mobile home parks, public and private schools and all unoccupied properties.

The City of Mentor will pay the entire cost of this program. The contractor may invoice no more frequently than once per month. The invoice may be submitted during the month of service but will not be paid until the completion of the month in question.

The contractor shall haul all yard waste to a dump site/compost facility that is satisfactory to and approved by the Director of Public Works and that complies with any and all pertinent local, state and federal regulations. The location of the proposed dump site shall be stated in each proposal. The contractor is responsible for all expenses involved in the collection, hauling and disposal of yard waste under the terms of this contract. No transfer site within the City of Mentor will be permitted.

The contractor shall complete the collection within the required time frames. If the contractor fails to complete the collection within the daily time frame they will be assessed a penalty of \$500.00 for every day that they fail to meet the requirement. The Director of Public Works may waive the penalty in the event that weather conditions or other unforeseen circumstances make it unreasonable for the contractor to meet the required deadline.

All yard waste shall be placed within the public right-of-way. The contractor will not drive on any private streets or drives. Contractor will not start collecting before 7:00 a.m. nor work past 7:00 p.m. without the approval of the Director of Public Works.

Days of collection must coincide with the current collection days for solid waste.

**BID ITEM E - WEEKLY, CURBSIDE COLLECTION OF YARD WASTE –  
LUMP SUM (continued)**

Provide a lump sum price for a weekly, curbside collection of yard waste (including leaves, grass clippings, brush and vegetative waste) to run from the first full week of April through the second full week of December.

Bid prices are also requested for both the third full week of December and the fourth full week of December. The City will advise the contractor no later than December 1<sup>st</sup> of each year of the City's intent to exercise this option.

Each household will be limited to a weekly maximum of 12 bags or 12 rigid, reusable containers or 12 bundles of brush or a combination not to exceed 12. The exception to this volume limitation will be the period from the last full week of October through the second (or 3<sup>rd</sup> or 4<sup>th</sup>) full week of December when residents may set out no more than 25 bags/cans/bundles.

<u>YEAR</u>	Lump Sum Price	3 <sup>rd</sup> week of Dec	4 <sup>th</sup> week of Dec
2022	\$ _____	_____	_____
2023	\$ _____	_____	_____
2024	\$ _____	_____	_____
2025	\$ _____	_____	_____
2026	\$ _____	_____	_____
 <u>OPTION</u>			
<u>YEAR</u>			
2027	\$ _____	_____	_____
2028	\$ _____	_____	_____
2029	\$ _____	_____	_____
2030	\$ _____	_____	_____
2031	\$ _____	_____	_____

# CITY OF MENTOR, OHIO

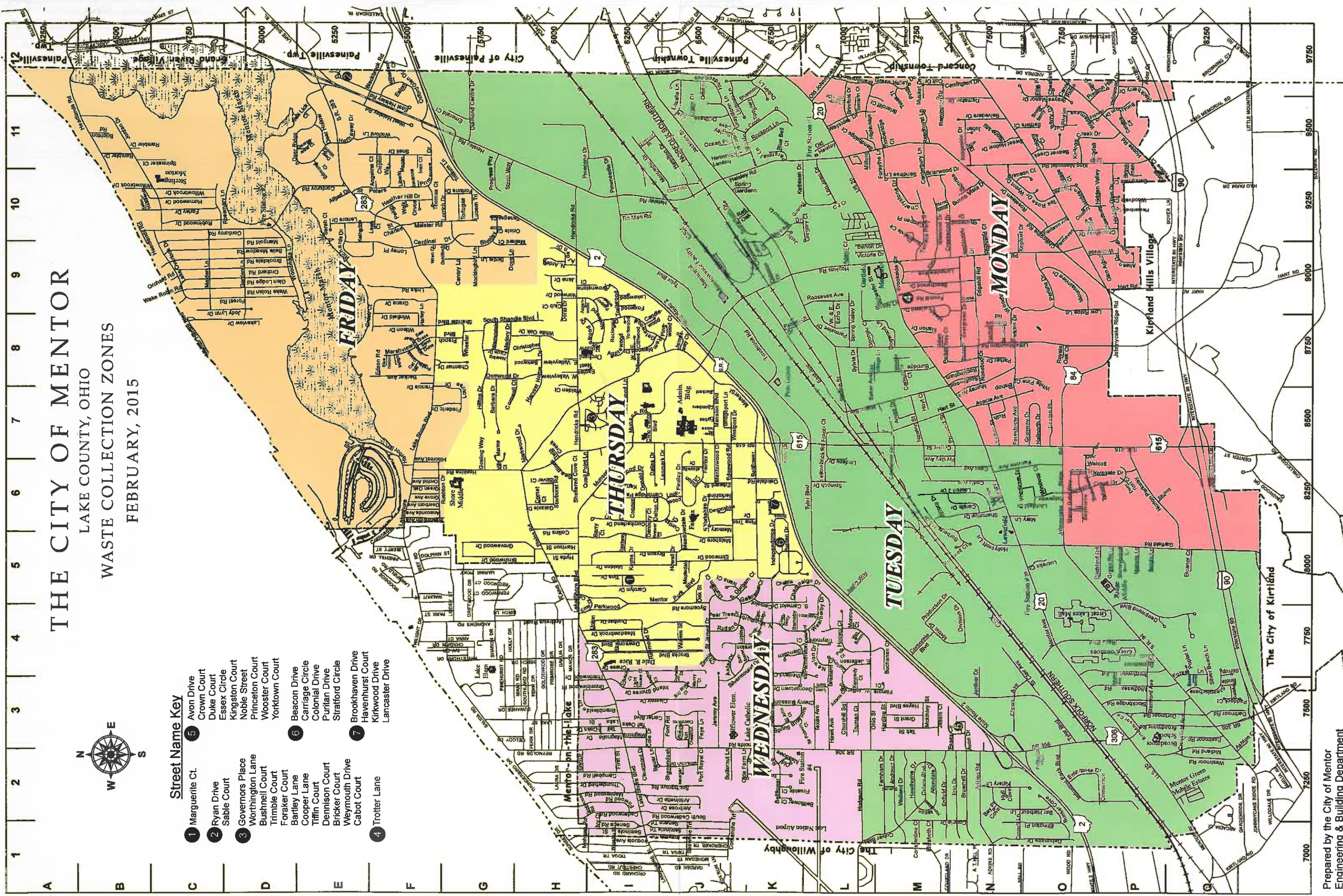
## DISCOUNT FOR MULTIPLE CONTRACTS

### BID ITEM F – MULTIPLE CONTRACTS

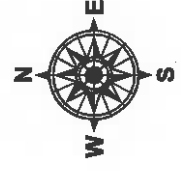
Indicate below any discount or deduction that will apply if a contractor receives two or three separate contracts (e.g. garbage and recycling or garbage, recycling and yard waste.) This amount should be expressed as an annual payment directly to the City of Mentor. Payment to be made in January of each contract year. If the contractor is bidding on multiple contracts they should break out the discount per contract

\$ \_\_\_\_\_ / year





THE CITY OF MENTOR  
LAKE COUNTY, OHIO  
WASTE COLLECTION ZONES  
FEBRUARY, 2015



Street Name Key

- 1 Marguerite Ct.
- 2 Ryan Drive  
Sable Court
- 3 Governors Place  
Worthington Lane  
Bushnell Court  
Trimble Court  
Foraker Court  
Bartley Lane  
Cooper Lane  
Tiffin Court  
Dennison Court  
Bricker Court  
Weymouth Drive  
Cabot Court
- 4 Trotter Lane
- 5 Avon Drive  
Crown Court  
Duke Court  
Essex Circle  
Kingston Court  
Noble Street  
Princeton Court  
Wooster Court  
Yorktown Court
- 6 Beacon Drive  
Carriage Circle  
Colonial Drive  
Puritan Drive  
Stratford Circle
- 7 Brookhaven Drive  
Havenhurst Court  
Kirkwood Drive  
Lancaster Drive