

Medina
County
Solid Waste
Management
MCSWD

September 7, 2017

Invitation to Bid for the Right to Purchase or Salvage, and Remove the Recycling/Salvage Equipment from the Medina County Solid Waste District's Facility Located at 8700 Lake Road, Seville, Ohio

**SALVAGE
SERVICES BID**

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LEGAL NOTICE TO BIDDERS

The Board of the Medina County Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District, hereby announces its Request for Bid to remove the mixed waste Salvage equipment from the Medina County Solid Waste District (MCSWD) Facility located at 8700 Lake Road, Seville, Oh 44273. The Successful Bidder shall be awarded the right to purchase or salvage, and remove the equipment from the MCSWD's Facility. All equipment and related structures are to be removed such that only the building and the building service components remain. The Medina County Solid Waste District encourages reuse and recycling as much of the removed equipment and materials as is practical. The award shall be based upon an analysis of the lowest and best bid for the right to provide the Salvage Services. If selected, the Successful Bidder must secure a Performance Bond as required by the Bid Documents.

There will be an informational, mandatory pre-bid meeting and equipment inspection for interested Bidders on September 15, 2017, at the Medina County Solid Waste District's Facility, 8700 Lake Road, Seville, Ohio 44273, at 1:30 p.m. The Board will receive sealed bids for the Salvage Services at the Medina County Sanitary Engineer's Office, 791 W. Smith Road, Medina, Ohio, 44256 until 2:00 p.m. on October 12, 2017, which will then be publicly opened and read aloud. All bids shall: (a) be submitted on the Bid Forms contained in the Bid Documents; (b) contain all information/documentation required by the Bid Documents; (c) be returned in sealed envelopes, marked "SALVAGE SERVICES BID;" (d) include one (1) original and four (4) paper copies; **OR** one (1) original paper copy and four (4) electronic copies; and (e) a separate Bid Bond in the amount of five percent (5%) of the bid amount as security that if the Bid is accepted, an agreement will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Salvage Agreement contained in the Bid Documents.

Bids will be considered valid until 90 days after the bid opening date, although not accepted or rejected. More detailed instructions to Bidders are contained in the Bid Documents. The Board reserves the right to abandon the bid process and to reject all bids at any time. Copies of the Bid Documents are on file and may be obtained from Laura Perkins, Office Manager, Medina County Sanitary Engineer's Office, 791 W. Smith Road, Medina, Ohio, 44256, or by calling (330) 723-9585; downloaded from the County's website at <http://www.co.medina.oh.us/legal.htm>; or from the Sanitary Engineer's website at <http://www.sanitaryengineer.co.medina.oh.us>. In order to ensure that potential Bidders receive addendums, if any, Bidders must register their interest in accordance with the instructions in the Bid Documents.

PUBLISH: The Medina-Gazette
(Newspaper)

September 7, 2017
(Date)

OVERVIEW OF INVITATION TO BID AND INSTRUCTIONS TO BIDDERS
FOR THE PROVISION OF SALVAGE SERVICES

The Board of the Medina County Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District, hereby issues this Invitation to Bid for the purpose of obtaining bids for Salvage Services. Capitalized terms used throughout this Overview of Invitation to Bid and Instructions to Bidders for the Provision of Salvage Services and attached Bid Documents are defined in Exhibit B, Definitions.

Introduction. The Board issues this Invitation to Bid for the sale or salvage and removal of recycling/Salvage equipment at the Medina County Solid Waste District's Facility (Facility) located at 8700 Lake Road, Seville Ohio. All equipment and related structures are to be removed such that only the building and the building service components remain. Medina County Solid Waste District (MCSWD) encourages reuse and recycling as much of the removed equipment and materials as is practical.

When the MCSWD's Facility was constructed in the early 1990's, all municipal solid waste generated by and collected within the jurisdiction of the MCSWD was brought to the MCSWD's Facility. Recyclable materials were not removed, prior to the materials' arrival at the Facility.

The Facility and the equipment have been operational since July 1, 1993. The Facility includes several separate areas, including: a tipping floor, an operations area (recycling/Salvage equipment area), two transfer floors, and a pellet room. The operations area includes sorting rooms, various conveyor belts, a central trommel screen, magnetic and eddy current separators, and a bailer. Please see attached Exhibit 1, Map of Facility and Salvage Equipment Map.¹

The equipment in the operations area includes the following items. Further descriptions are provided in the attached Equipment Catalog document. Information provided in this document is approximate and the "best available". Bidders are responsible for making equipment inspections to ascertain that equipment is suitable for Bidder's purpose¹.

- Conveyors
 - CV-601
 - CV-602
 - CV-603
 - CV-604
 - CV-605
 - CV-606
 - CV-607
 - CV-608
 - CV-609
 - CV-610
 - CV-611
 - CV-612

¹ Please note that the Exhibit 1 is an approximation of the structure and fixtures which comprise the FACILITY. The MCSWD makes no representations as to the accuracy or completeness of the descriptions, and recommends that Bidders attend the mandatory pre-bid meeting detailed below for the opportunity to view the facility in person.

- Lindemann ST-30 trommel
- Self-Cleaning Overhead Dings Electromagnets
 - 44” ILSC located over CV-604
 - 22” ILSC located over CV-608
 - 44” ILSC located over CV-610
- Eddy Current Separator (48” belt width) with vibratory feeder
- American Baler 8043-150 HP single ram, auto-tie
- Saturn Shredder Model 72-46HT with 300 HP hydraulic power unit
- 2 enclosed sort cabins with chutes to bunkers located below
- All supporting structures and bunkers

The equipment has been grouped into the following packages. If Bidders are awarded and accept the award, for an equipment package, they are required to remove the entire package of equipment. Bidders will be required to post a performance bond to cover the cost of removal, the entire equipment package and the cost of disposal of resulting waste materials.

Group 1: Baler

- Remove baler, including inserter, related controls and power panel
- Remove conditioner unit mounted above baler
- Remove baling wire guide frames
- Remove any parts that are identified as specifically for the baler

Group 2: Shredder

- Remove shredder, shredder hydraulic power unit
- Remove shredder support platform
- Remove any parts that are identified as specifically for the shredder

Group 3: Overhead magnets

- Remove three (3) overhead electromagnets and electrically connected transformer/rectifier units
- Remove magnet hanging hardware

Group 4: Eddy Current Separator (ECS) and vibratory feeder

- Remove ECS and vibratory feeder
- Remove ECS and vibratory feeder support structures above platform deck

Group 5: Trommel

- Remove Lindemann ST-30 Trommel
- Remove trommel hydraulic assembly
- Remove trommel support platform, motor, gearbox and support trunnions
- Remove any parts that are identified as specifically for the trommel

Group 6: Everything Else Including Conveyors and Wiring

- Remove pit cover plates and related steel support structures
- Remove all conveyors
- Remove 2 sort cabins
- Remove all support structures, platforms and bunkers not included in Groups 1-5
- Remove all catwalks, stairways and access ladders connected to recycling equipment
- Remove all chutes and conveyor transitions
- Remove any spare parts not identified as specifically for other groups

- Remove all wiring to recycling equipment including power connections to SDB for baler, shredder and MCC-E. Remove all power and control wiring from recycling equipment to MCC-E
- Remove recycling equipment controls including MCC-E and Display/Control panel in manager's office

While the entire Salvage facility was operable until January of 2015, no warranty of equipment condition or function is offered. All equipment is "as is, where is" and must be removed by the successful Bidder. Equipment can be inspected prior to placing a bid on September 15, 2017 at 1:30 p.m., as part of the mandatory pre-bid meeting.

There will be a mandatory pre-bid meeting and equipment inspection for interested Bidders on September 15, 2017, at the Medina County Solid Waste MCSWD Facility, 8700 Lake Road, Seville, Ohio 44273 at 1:30 p.m.

Bid submissions are due by 2:00 p.m. on October 12, 2017. Upon acceptance of Bids by the Board, issuance of a Notice of Award, and execution of a final Salvage Agreement, all equipment, materials and debris shall be removed from the Facility by the Successful Bidder no later than December 1, 2017.

Qualified Bidders are invited to respond to the Invitation to Bid if they desire to provide the Salvage Services as described herein. Bidders must possess the necessary experience, knowledge, equipment, permits, licenses, and insurance needed to provide the required Salvage Services upon which they are bidding, and be able to fulfill all of the terms and conditions contained in the attached Salvage Agreement. Bidders are required to submit proof of qualifications, references, experience and financial good standing to be considered for a Bid award. Inexperienced or unqualified Bidders will not be considered.

Bidders must submit a complete set of Bid Documents to the Board in the manner described herein. After receiving the bids, the Board will review all bids and recommend a Successful Bidder for provision of the Salvage Services. The Board will execute a Salvage Agreement with the Successful Bidder that is substantially in the form of the draft agreement contained in the Bid Documents.

Schedule.

- September 7, 2017 Public Notice Advertisement for Salvage Services
- September 15, 2017 Mandatory Pre-bid Meeting and Equipment Inspection
- September 26, 2017 Deadline for Receipt of Written Requests for Interpretations of Bid Documents for Salvage Services at 4:30 p.m.
- October 3, 2017 Deadline for Written Addendum Release, if necessary
- October 12, 2017 Bid Submission Deadline for Salvage Services at 2:00 p.m.
- October 16, 2017 Anticipated Announcement of Successful Bidder

- October 17, 2017 Notice of Award Salvage Services
- October 27, 2017 Executed Agreement and Performance Bond (10 days after Award)
- October 27, 2017 Meeting with MCSWD to Discuss Successful Bidder's Submitted Implementation Plan
- December 1, 2017 Completed removal of recycling/Salvage equipment

Completion Deadline. All work, inclusive equipment and material removal and clean-up, shall be completed by December 1, 2017.

Bid Documents. Copies of the Bid Documents may be obtained as published in the Legal Notice, on the County and Sanitary Engineer's websites, and as stated herein. Neither the Board, MCSWD, nor any consultants employed to prepare the Bid Documents, assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. The Bid Documents are comprised of the following:

1. LEGAL NOTICE TO BIDDERS
2. OVERVIEW OF THE INVITATIONS TO BID AND INSTRUCTIONS TO BIDDERS FOR THE PROVISION OF SALVAGE SERVICES
3. GENERAL BID DOCUMENTS
 - QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
 - W-9 FORM
 - CORPORATE AFFIDAVIT
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 - EXHIBIT G, OPERS INDEPENDENT CONTRACTOR / WORKER ACKNOWLEDGMENT FORMS
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Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such Bid) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each Bid by a corporation must include the Corporate Affidavit. Each corporate Bidder must also submit evidence of good standing in the Bidder's state of incorporation and that the Bidder is qualified to conduct business in the State of Ohio. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the bid must accompany the Bid. The official address of the partnership must be shown below the signature. Every Bid shall be signed and, if necessary, shall be

accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Bid Documents must include a valid power of attorney with the submitted bid.

If the Bidder is not qualified to conduct business in the State of Ohio, the Bidder must represent and warrant to the Board that the Bidder will take all necessary steps to qualify to conduct business in Ohio, should the Bidder become a Successful Bidder. The failure of the Bidder to submit evidence of its qualification to conduct business within the State of Ohio within fourteen (14) days of Notice of Award shall terminate the award and surrender the Bid Bond(s) or other bid security to the Board.

Each Bidder shall execute and submit the Non-Collusion Affidavit and the Personal Property Taxes Affidavit at the time of submitting the bid. Each Bidder shall complete and attach a Qualifications and Financial Capability Statement, explaining in detail the experience of the Bidder in performing work similar to the Salvage Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise performance of the Salvage Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Bidder. The Board reserves the right to request additional information with respect to the qualifications and financial condition of any and all Bidders, their subcontractors or personnel, which must be provided in writing within five (5) days of any such request.

Each bid shall include a separate Bid Bond in the amount of 5 percent (5%) of the bid amount in the name of the Board as security that if the Bid is accepted, an agreement will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Salvage Agreement contained in the Bid Documents. The Bid Bonds of all Bidders shall be returned when the Board has executed the Salvage Agreement with a Successful Bidder and have been furnished with the necessary Performance Bonds, or when any or all Bids have been rejected.

In addition to the required Bid Bond, within ten (10) days after receiving Notice of Award, the Successful Bidder shall furnish a Performance Bond executed by a duly authorized surety, acceptable to the Board in all respects, in the amount equal to the full amount of the equipment removal cost bid. The Board may specify the Performance Bond to be in the amount of the cost estimated by the Board if the Board determines the cost of equipment removal exceeds removal cost. The Performance Bond shall serve as a guarantee that if an Agreement is entered into, the Salvage Services will be fully performed. A Performance Bond for the Salvage Services Agreement shall be maintained until all work has been completed. No surety shall be released from any Performance Bond until a replacement bond is secured and executed.

Services Provided and Compensation. The Successful Bidder shall provide the Salvage Services in accordance with the terms and conditions included in the Salvage Agreement, attached. Bidders shall submit, as their Bid Form, an executed Exhibit A to the Salvage Agreement.

Consideration of Bids. All Bids received in conformity with the Legal Notice to Bidders and the specifications herein shall be considered as soon as practicable and become a public record. An abstract of the Bids will be made available after the opening of Bids.

The Board will award the Salvage Agreement to the Bidder that the Board determines, in the sole discretion of the Board, to have submitted the lowest price and best bid for the Salvage Services (“lowest and best”). The “lowest and best” bid for Salvage Services shall be determined by the Board based upon the “lowest” price offered by the Bidder to the Board for the right to perform the Salvage Services, as well as the “best” non-monetary terms and conditions. Factors that may be considered include, but are not limited to, reliability, serviceability, qualifications, and financial responsibility. In the event that bids from more than one Bidder are of equal price for the same option, non-monetary criteria shall be considered as part of the determination of the “best” bid.

The Board may conduct any investigation deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of any Bidder, proposed subcontractors and other persons and

organizations who will provide the materials or equipment or assist the Bidder in the delivery of the Salvage Services.

When the Board sends a Notice of Award to the Successful Bidder, the Board will also forward two (2) unsigned counterparts of the Salvage Agreement. Within ten (10) days thereafter, the Successful Bidder shall execute and deliver to the Board at least two (2) counterparts of such Salvage Agreement. If the Successful Bidder fails to execute and return the Salvage Agreement within ten (10) days of receiving a Notice of Award, then the Board, at their sole option, may determine that the Bidder has abandoned the Salvage Agreement. The Board may then determine that the Bid is null and void, and the Bid Bond or other acceptable Bid security accompanying the Bid shall be forfeited to and become the property of the Board.

Notwithstanding the above, the Board reserves the right to negotiate substitute or additional agreement terms, as permitted by law, with the Bidder that the Board determines to have submitted the “lowest and best” Bid, and the right to accept or reject any or all Bids. The Board further reserves the right to abandon participation in the Bid process at any time and for any reason; reject any Bid that is determined to be unresponsive; reject any Bid that is determined to be conditional; or waive any and all nonconformities or irregularities contained in the Bid that do not affect price.

Bid Submission Process. The Board will receive sealed bids for the Salvage Services at the Medina County Sanitary Engineer’s Office, 791 W. Smith Road, Medina, Ohio, 44256 until 2:00 p.m. on October 12, 2017, which will then be publicly opened and read aloud. All bids shall: (a) be submitted on the Bid Forms contained in the Bid Documents; (b) contain all information/documentation required by the Bid Documents; (c) be returned in sealed envelopes, marked “SALVAGE SERVICES BID;” (d) include one (1) original and four (4) paper copies; **OR** one (1) original paper copy and four (4) electronic copies; and (e) a separate Bid Bond in the amount of 5 percent (5%) of the bid amount as security that if the Bid is accepted, an agreement will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Salvage Agreement contained in the Bid Documents.

Bids may be modified or withdrawn by a Bidder submitting an appropriate document duly executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

Bids will be considered valid until 90 days after the bid opening date, although not accepted or rejected. The Board may, in the Board’s discretion, release any Bid prior to that time and return the Bid Bond.

Copies of the Bid Documents are on file and may be obtained from Laura Perkins, Office Manager, Medina County Sanitary Engineer’s Office, 791 W. Smith Road, Medina, Ohio, 44256, or by calling (330) 723-9585; downloaded from the County’s website at <http://www.co.medina.oh.us/legal.htm>; or from the Sanitary Engineer’s website at <http://www.sanitaryengineer.co.medina.oh.us>

In order to ensure that potential Bidders receive addendums, if any, please register Bidder’s interest by submitting name of company, contact name, email address, phone and fax numbers to Laura Perkins, Office Manager, Medina County Sanitary Engineer’s Office, at lperkins@medinaco.org with “Salvage Agreement Bidder Registration” in the subject line. **Providing complete information is the only way to ensure that interested Bidders receive subsequent Bid addendums, if any.**

Representations and Warranties. By submitting a bid, each Bidder represents and warrants to the Board that:

- (1) Bidder has read and understands the Bid Documents;
- (2) Bidder will provide the Salvage Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Salvage Services; and
- (3) Bidder and Bidder’s agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age or ancestry, against any person or employee of the Bidder.

Questions. No interpretation of the meaning of the Instructions to Bidders or Bid Documents will be made to any Bidder orally. A written request for an interpretation of the Bid Documents may be addressed via regular mail or e-mailed to Laura Perkins, Office Manager, Medina County Sanitary Engineer's Office, at 791 W. Smith Road, Medina, Ohio, 44256, or to lperkins@medinaco.org. Any such written request for interpretation must be received by September 26, 2017 to be given consideration and to ensure sufficient time for the Board to issue a response. Any interpretation or supplemental instructions will be in the form of a written addendum to the Instructions to Bidders and Bid Documents which, if issued, will be faxed or e-mailed to all prospective Bidders (at the respective facsimile number or e-mail address required to be furnished for such purposes). Failure of any Bidder to receive any such interpretation or addendum shall not relieve such Bidder from any obligation under their Bid as submitted. Any addendum issued shall become part of the Bid Documents and will be available for inspection in the same Bid Documents.

QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT

The Bidder is required to submit in detail, as a separate submittal item, the Bidder’s qualifications and experience, references (at least three), and financial ability to supply the Salvage Services, to enable the Board to judge the responsibility, experience, skill, and financial good standing of the Bidder. The following items should be addressed, as appropriate, by Bidders:

- How many projects of a similar nature has Bidder been involved that demonstrate their ability to complete the bid work? Please provide three specific examples, including references (name, phone number, email), who may be contacted by the Board.
- What percentage of Bidder’s business could be characterized as providing services as an independent contractor for public entities? Please explain Bidder’s approach to providing services as an independent contractor to the public.
- Who are the key individuals employed by Bidder that will be involved in managing the project, and what is their relevant experience? Please include Bidder’s organizational chart and individual resumes / curriculum vitae, as appropriate.
- As the Bidder will be expected to share facilities with County and other Contracted employees, how does the Bidder intend to ensure that there will be a good line of communications between the Bidder and representatives of the County?
- As the Bidder must possess Vehicles and equipment to perform the Salvage Services, please include information regarding Bidder’s current inventory which Bidder expects to utilize, or rental, lease or subcontractor agreements, if Bidder intends to rent, lease or subcontract Vehicles and equipment.
- Please provide information regarding Bidder’s financial good standing.
- Please describe Bidder’s experience and approach to collecting, compiling, and maintaining detailed data in the performance of similar projects, including tonnage of recycled and disposed materials.
- Please disclose the circumstances regarding any and all violations that have been filed against the Bidder by the federal government; any state; or any local government subdivision during the previous five years.
- Please disclose any evidence of past non-compliance with any laws, rules, regulations, licenses, or any issues of performance of contractual requirements during the previous five years.

NAME OF COMPANY: _____

BY: _____

TITLE: _____

Request for Taxpayer Identification Number and Certification

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

Print or type see Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: Individual/Sole proprietor Corporation Partnership Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ◆		Exempt payee
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Date

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the MCSWD of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the MCSWD of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions. However, ² the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number to Give the Requester

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

Privacy Act Notice

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

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

CORPORATE AFFIDAVIT

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

STATE OF OHIO
COUNTY OF _____

ss:

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

Street Address/City/State/Zip Code

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

Name of Corporation

AFFIANT further says that:

Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Name of Agreement

for said Corporation by virtue of:

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

Signature

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

Notary Public
My Commission Expires:

NON-COLLUSION AFFIDAVIT

State of Ohio

County of _____

BID Identification: **Sale or Salvage and Removal of Recycling/Salvage Equipment
at the Medina County Solid Waste MCSWD's Facility, 8700
Lake Road, Seville, Ohio**

BIDDER _____ ,
(Name)

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

(company name)

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

Signed: _____

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

Seal of Notary

Notary Public

PERSONAL PROPERTY TAXES AFFIDAVIT
(ORC 5719.042)

STATE OF OHIO
COUNTY OF _____ ss:

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

Title and Name of Company

and that he/she or _____
Name of Company

was:

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

(OR)

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

FURTHER AFFIANT saith naught:

COMPANY

AFFIANT AND TITLE

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

Notary Public
My Commission Expires:

BID BOND FOR SALVAGE SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, [insert name of principal] (as "Principal") and _____, [insert name of surety](as "Surety") _____, a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the Medina County Board of Commissioners, acting in their capacity as the Board of the Medina County Solid Waste Management District (as "Obligee"), in the sum of **five percent (5%) of the bid amount**, in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of _____, 2017, submit a Bid to the Obligee for the for the purpose of obtaining an agreement for the **Sale or Salvage and Removal of Recycling/Salvage Equipment at the Medina County Solid Waste District's Facility, 8700 Lake Road, Seville, Ohio**, which is within the jurisdiction of the Obligee ("Salvage Services").

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Bid Bond under their several seals, if any, this _____ day of 2017, by their respective representatives, pursuant to authority of their respective governing bodies.

(Name of Principal)*

(Affix Corporate Seal)

By: _____
Its: _____

Address: _____

(Name of Corporate Surety)*

(Affix Corporate Seal)

By: _____
Its: _____

Address: _____

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Affix Corporate Seal)

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: Invitation to Bid issued for the purpose of obtaining an agreement to perform the Sale or Salvage and Removal of Recycling/Salvage Equipment at the Medina County Solid Waste District’s Facility, 8700 Lake Road, Seville, Ohio (“Salvage Services”).

The Medina County Board of Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District (“MCSWD”) has considered the Bid submitted by you for the above described project in response to the public notice and Invitation to Bid. You are hereby notified that your Bid to provide Salvage Services has been accepted.

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

Dated this _____ day of _____, 2017.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

Company: _____

Name: _____

Title: _____

Date: _____

**AGREEMENT FOR THE RIGHT TO PURCHASE OR SALVAGE, AND REMOVE THE
RECYCLING/SALVAGE EQUIPMENT FROM THE MEDINA COUNTY SOLID
WASTE DISTRICT'S FACILITY LOCATED AT 8700 LAKE ROAD, SEVILLE,
MEDINA COUNTY, OHIO**

THIS AGREEMENT for the Right to Purchase or Salvage, and Remove the Recycling/Salvage Equipment from the Medina County Solid Waste District's Facility Located at 8700 Lake Road, Seville, Ohio ("Salvage Services"), entered into this ____ day of _____, 2017, is by and between the Medina County Board of Commissioners ("Board"), acting in its capacity as the Board of Directors of the Medina County Solid Waste Management District ("MCSWD"), with its offices located at 791 W. Smith Road, Medina, Ohio, 44256, and _____ ("Contractor"), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address), Ohio.

RECITALS

WHEREAS, pursuant to Section 343.02 of the Ohio Revised Code, the Board may enter into written contracts with any person for the furnishing to the MCSWD of any services as may be necessary or appropriate for the management of Solid Waste; and

WHEREAS, the Medina County Board of Commissioners, acting in its capacity as the Board of Directors of the Medina County Solid Waste Management District, has caused to be constructed a Central Processing Facility (CPF) for the purpose of transfer, disposal, recycling, Salvage or resource recovery of solid waste, recyclable materials, and yard waste generated within the Medina County Solid Waste District; and

WHEREAS, the Sanitary Engineer has recommended to the Board, that the idle equipment located within the MCSWD's Facility previously used for mixed waste Salvage be sold or salvaged, and removed from the MCSWD's Facility; and

WHEREAS, on September 7, 2017, the Board invited qualified providers of Salvage Services through advertisement in The Medina-Gazette to submit bids to provide such Salvage Services on the terms and conditions contained herein; and

WHEREAS, the Contractor submitted a Bid to furnish to the MCSWD Salvage Services for the benefit of the MCSWD and its residents; and

WHEREAS, following the October 12, 2017 official opening of the bids by the Board and consideration of bids for Salvage Services, the Board determined that the Contractor is qualified to provide the Salvage Services to the MCSWD and approved the award of the Salvage Agreement to the Contractor; and

WHEREAS, the Board and the Contractor have agreed on terms and conditions for the Salvage Services in conformance with the Bid Documents, incorporated herein by reference,

at the bid prices as stated on the Bid Forms, which are attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Board and the Contractor each represents that it has the authority to execute this Salvage Agreement for the Salvage Services identified herein.

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

ARTICLE I – DEFINED TERMS

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

ARTICLE II — AGREEMENT & TERM

- 2.1 **Agreement and Independent Contractor Status.** The Board hereby authorizes the Contractor, and the Contractor hereby accepts such authorization as an independent contractor, to provide for the purchase or salvage, and removal of the recycling/Salvage equipment from the Medina County Solid Waste District’s Facility located at 8700 Lake Road, Seville.
- 2.2 **Effective Date and Term.** This Salvage Agreement shall be effective on the date of last execution, and terminating on December 1, 2017.
- 2.3 **Implementation Plan.** From and after the Effective Date, the Contractor shall update the MCSWD daily via in person meeting or e-mail communication as to the progress toward and completion of specific activities and benchmark dates identified in the Implementation Plan, which is attached as Exhibit C and incorporated by reference. The Contractor shall certify: (a) compliance with the specific activities and benchmark dates which includes, but is not limited to, ownership, lease or rental of sufficient vehicles and equipment to perform the Salvage Services; (b) that Contractor has hired sufficient employees to perform the Salvage Services; (c) that the Contractor has not damaged or made any physical Modifications to the Facility; and (d) that the Contractor has delivered to the Board proof of insurance, proof of workers’ compensation coverage, the required Performance Bond, and independent contractor / worker acknowledgment forms, which are attached as Exhibits D, F, G and H, incorporated by reference. Finally, the Contractor shall certify that all conditions precedent to the commencement of performance of the Salvage Services have been satisfied by the dates stated on the Implementation Plan submitted by the Contractor.

ARTICLE III — GENERAL REQUIREMENTS OF THE CONTRACTOR

- 3.1 **Safety Requirements.** All on site work is to be performed following OSHA and local safety standards for personal protective equipment, fall protection, fire prevention and all other laws, rules as well as regulations that apply to construction and demolition safety.

3.2 Equipment Groupings. The equipment has been grouped into the following packages. The Contractor shall be required to remove the entire package of equipment and disposal of all resulting waste materials.

Group 1: Baler

- Remove baler, including inserter, related controls and power panel
- Remove conditioner unit mounted above baler
- Remove baling wire guide frames
- Remove any parts that are identified as specifically for the baler

Group 2: Shredder

- Remove shredder, shredder hydraulic power unit
- Remove shredder support platform
- Remove any parts that are identified as specifically for the shredder

Group 3: Overhead magnets

- Remove three (3) overhead electromagnets and electrically connected transformer/rectifier units
- Remove magnet hanging hardware

Group 4: Eddy Current Separator (ECS) and vibratory feeder

- Remove ECS and vibratory feeder
- Remove ECS and vibratory feeder support structures above platform deck

Group 5: Trommel

- Remove Lindemann ST-30 Trommel
- Remove trommel hydraulic assembly
- Remove trommel support platform, motor, gearbox and support trunnions
- Remove any parts that are identified as specifically for the trommel

Group 6: Everything Else Including Conveyors and Wiring

- Remove pit cover plates and related steel support structures
- Remove all conveyors
- Remove 2 sort cabins
- Remove all support structures, platforms and bunkers not included in Groups 1-5
- Remove all catwalks, stairways and access ladders connected to recycling equipment
- Remove all chutes and conveyor transitions
- Remove any spare parts not identified as specifically for other groups
- Remove all wiring to recycling equipment including power connections to SDB for baler, shredder and MCC-E. Remove all power and control wiring from recycling equipment to MCC-E
- Remove recycling equipment controls including MCC-E and Display/Control panel in manager's office

3.3 Equipment Removal Requirements. Each awarded Bidder will be responsible for removing equipment by December 1, 2017. Equipment removal is to be scheduled in advance with Elizabeth Biggins-Ramer of the Medina County Solid Waste District (MCSWD). Bidder is to remove only awarded equipment without damage to neighboring equipment or building. Bidder is responsible for providing appropriate labor, safety equipment and all tools, lifting and hauling equipment, vehicles and waste disposal containers needed to complete awarded equipment removal safely. All hot work (including grinding, welding and abrasive cutoff) is to be described in writing and approved by MCSWD in advance of site work.

When equipment is removed, the following requirements are to be met:

- Assure that actions taken in equipment removal do not damage building, concrete flatwork, parking lot pavement, fire protection equipment, gas lines for heating, building exhaust fans and related controls;
- Verify that all electrical power to awarded and adjacent equipment is disconnected and/or locked out before starting work. Verify that reconnection of power is not possible while working on equipment;
- Before cutting any airlines verify that the line is not pressurized and that cutting the line will not result in loss of air pressure to fire suppression system;
- When removing items attached to the building structure take necessary precautions to sever connections in a manner that avoids damage to the building;
- When awarded one or more equipment items, you must remove all awarded items and related materials including resulting demolition waste resulting from removal of those items as described in this document;
- All anchors to floor are to be cut flush to floor and ground smooth;
- Conduits and piping entering floor are to be left for the Group 6 Awardee to cut after removal of wiring. Group 6 awardee is to cut all no longer used conduits flush with the building floor;
- Once equipment is removed, area under and around equipment is to be swept clean;
- All floor sweepings and waste materials resulting from Bidder work are to be properly disposed as described in Waste Disposal section of this document;
- Close off any elevated openings in platforms, catwalks and stairways resulting from equipment removal;
- Provide safety railing or wall off around any open pits – You can use jersey barriers available on site, and
- All on site fire extinguishers are to be retained by MCSWD staff.

3.4 Facility. The Contractor shall keep Facility in as clean, sanitary and safe operating condition as possible at all times. The Facility shall be subject to inspection at any time by MCSWD staff. The Contractor shall be permitted to utilize locker rooms, rest rooms and kitchen areas. The Contractor shall keep locker rooms, rest rooms and kitchen areas in a clean, sanitary and safe condition at all times.

3.5 Supplies, Tools, Gear, Other Materials, Vehicles Waste Disposal Containers. The Contractor must provide its own supplies, tools, gear, safety equipment, lifting and hauling equipment, vehicles and waste disposal containers or other materials required to perform the Salvage Services. All on site work is to be performed following OSHA and local safety standards for personal protective equipment, fall protection, fire prevention and all other laws, rules as well as regulations that apply to construction and demolition safety.

3.6 Waste Disposal. The Removal of equipment may result in the generation or liberation of waste materials. All waste must be disposed of properly and is the responsibility of the Bidder. MCSWD will provide a container on site for disposal of small quantities of incidental wastes.

The larger quantities of waste volumes resulting from demolition of the sort enclosures and other large volume wastes such as residual and belts from conveyors must be loaded into roll-off containers or other suitable containers and disposed by the Bidder according to legal and accepted waste industry practices. MCSWD will accept the waste materials at its transfer station which is attached to the recycling facility. Material disposed through the transfer station must be weighed at the MCSWD scale and will be billed at \$42/per ton.

3.7 Quality Assurance and Warranties. The Contractor is responsible for the quality of the work performed pursuant to the Salvage Agreement. Any damage to the building, concrete flatwork, parking lot pavement, fire protection equipment, gas lines for heating, building exhaust fans or related controls will be replaced by the Contractor at no cost to the MCSWD.

3.8 Employee Hiring and Training. The Contractor and its agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age or ancestry, against any person or employee of the Contractor, in accordance with Ohio and federal law.

The Contractor shall provide any and all necessary training in operations, safety practices, safety equipment, conduct, and any other training for all of the Contractor's employees or agents involved in providing the Salvage Services.

3.9 Subcontractors. The Contractor understands and agrees that the Contractor is the primary contractor who will be performing the work under the Salvage Agreement. The Contractor may use subcontractors for portions of the work under the Salvage Agreement, with the prior written consent of the MCSWD; however, the Contractor will remain the primary contractor and will remain liable for all work performed hereunder, regardless of whether such work is performed by an approved subcontractor. The Contractor shall not use any subcontractor who has been subject to any action that limits the subcontractor's right to do business with Medina County, the State of Ohio, or the federal government.

- 3.10 Data Collection and Reporting.** The Contractor agrees to record (a) the amount Solid Waste in tons disposed; (b) the amount and type of materials recycled in tons; and (c) the amount and type of materials re-use/re-purposed.
- 3.11 Environmental Rights, Responsibilities and Liabilities.** The Contractor shall follow all OSHA and local safety standards for personal protective equipment, fall protection, fire prevention and all other laws, rules as well as regulations that apply to construction and demolition safety and operations.

The Contractor shall be responsible for any spill or release of oil or hazardous substances and shall comply with all local, state and federal laws regarding reporting, containment, or remediation, in addition to immediately reporting such spill or release to the MCSWD.

ARTICLE IV — GENERAL REQUIREMENTS OF THE MCSWD

- 4.1 Facility.** The MCSWD will provide the Contractor access to the primary Facility. The Contractor shall be permitted to utilize locker rooms, rest rooms and kitchen areas. The Contractor shall keep locker rooms, rest rooms and kitchen areas in a clean, sanitary and safe condition at all times.

ARTICLE V — PERFORMANCE ASSURANCE, BOND, INSURANCE AND INDEMNIFICATION

- 5.1 Performance Assurance.** The Contractor shall immediately report to the MCSWD any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Contractor to fulfill any of its obligations hereunder. If, upon receipt of such report, or upon the MCSWD's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations, the MCSWD shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations. Upon receipt by the Contractor of any such demand, the Contractor, within three (3) days of such demand, shall submit to the MCSWD its written response to any such demand. In the event that the MCSWD does not agree that the Contractor's response will provide adequate assurance of future performance to the MCSWD, the MCSWD may, in the exercise of its sole and reasonable discretion, seek substitute or additional sources for the delivery of all or a portion of the Salvage Services, declare that the Contractor is in default of its obligations under this Salvage Agreement, or take such other action the MCSWD deems necessary to assure that the Salvage Services will be provided including the right to terminate the Salvage Agreement.
- 5.2 Performance Bond.** Within ten (10) days after receiving the Notice of Award, the Contractor shall furnish and maintain for the duration of this Salvage Agreement, including any renewal terms, a Performance Bond executed by a duly authorized surety, acceptable to the MCSWD in all respects, or such other security acceptable to the MCSWD, in the amount of the full equipment removal bid cost. If MCSWD determined that the cost of equipment removal may exceed the stated removal cost, MCSWD may specify the performance bond to be in the amount of the cost estimated by MCSWD. The Performance Bond is attached as Exhibit D and may be renewed by a substitute surety acceptable to the MCSWD, provided that the terms and conditions of this Performance

Bond obligate the surety to honor the Performance Bond until the MCSWD accepts, in writing, a substitute surety.

- 5.3 Liability Insurance.** The Contractor, at the Contractor's sole cost and expense, agrees that it shall at all times during the term of this Salvage Agreement carry and maintain in full force and effect, for the mutual benefit of the MCSWD and the Contractor, commercial general public liability insurance against claims for personal injury, death or property damage, occurring as a result of the performance of the Salvage Services. The insurance coverage to be purchased and maintained by the Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by the MCSWD. The coverage and limits of such insurance are listed on Exhibit E, which is attached and incorporated by reference. The Contractor shall be responsible for payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Salvage Agreement.
- 5.4 Proof of Insurance.** All insurance required by this Salvage Agreement shall be obtained from a responsible insurance company or companies reasonably satisfactory to the MCSWD and authorized to do business in the State of Ohio. The MCSWD shall be named as an additional insured in such insurance policies. Originals of the insurance policies or certificates shall be delivered to the MCSWD promptly upon commencement of the term of this Salvage Agreement.
- 5.5 Workers' Compensation Coverage.** Prior to commencing work under this Salvage Agreement, the Contractor shall furnish to the MCSWD 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 Salvage Agreement. Such proof must be included as Exhibit G, which is attached and incorporated by reference. The Contractor shall hold the MCSWD free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Salvage Agreement.
- 5.6 Indemnification.** The Contractor shall save, indemnify and hold the MCSWD, its Board, its 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 Salvage Services under this Salvage Agreement, provided that any such claim, damage, loss, or expense:
- (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including any resulting loss of use; and
 - (b) is caused in whole or in part by any intentional, reckless or negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such

obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- 5.7 **Environmental Indemnification.** The Contractor shall save, indemnify and hold the MCSWD, its Board, its employees, agents, officers and consultants (each an indemnitee) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligent, reckless, or willful misconduct relating to the Salvage Services. Any indemnitee shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This section shall survive expiration or earlier termination of this Salvage Agreement.
- 5.8 **Indemnity Not Limited.** In any and all claims against the MCSWD, its Board, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts.
- 5.9 **Personal Liability.** Nothing herein shall be construed as creating any personal liability on the part of any Board member, employee, agent, officer or consultant of the MCSWD.

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

- 6.1 **Contractor Billings to Board and Board Payment.** The Contractor shall bill the MCSWD for the Salvage Services within ten (10) days following the end of the month, and the MCSWD shall pay the Contractor on or before the thirtieth (30th) day following receipt of such invoice. Such billing and payment shall be based on the prices and charges stated in the Bid Form, attached and incorporated as Exhibit A, and increased or reduced by the MCSWD as provided in this Salvage Agreement. In the event the MCSWD reduces payment to the Contractor, in good faith and at its sole discretion, the MCSWD will provide a written explanation and reference to the authorizing provision of the Salvage Agreement, including but not limited to paragraph 6.2. In the event that the Contractor disputes the basis for the reduction in payment, the MCSWD shall consider the basis for the dispute and may refund any such deduction to the Contractor. However, the MCSWD is under no obligation to accept the validity of any such dispute.
- 6.2 **Deductions from Contractor's Invoice for Non-performance.** If the Contractor fails to complete the work specified under the equipment grouping for which it was

awarded, the MCSWD may withhold from payment an amount equal to complete the unfinished work.

The remedies available pursuant to this section and as set forth in Section 7.5 are in addition to any other remedies available to the MCSWD pursuant to this Salvage Agreement, and the MCSWD's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the MCSWD of the right to exercise any remedy in response to subsequent failures to perform.

ARTICLE VII – BREACH, CURE, AND TERMINATION

7.1 Breach of Contract; Termination. Upon the material failure of the Contractor to comply with the terms or conditions of this Salvage Agreement, the MCSWD may terminate Salvage Agreement in the following manner: the MCSWD shall provide notice to the Contractor, by hand delivery or by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Salvage Agreement. The Contractor shall have ten (10) days to provide the MCSWD with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Salvage Services, the MCSWD may terminate this Salvage Agreement. Any such termination shall not take effect until the MCSWD is able to secure alternate or substitute performance of the Salvage Services. The MCSWD may commence the process to obtain an alternate or substitute service provider for the Salvage Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the MCSWD, in the exercise of the reasonable discretion of the MCSWD.

7.2 Surety Cover in the Event of a Material Failure. In the event of termination, the Contractor's surety shall have the right to take over and perform under the Salvage Agreement. However, if the surety does not commence performance, the MCSWD 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 MCSWD is unable to provide or obtain cover, the effective termination date may be delayed by the MCSWD until the MCSWD completes the process of obtaining a substitute service provider of the Salvage Services. In such event, the Contractor shall continue to perform its responsibilities under this Salvage Agreement until the effective date of termination. Material failure includes, but is not limited to, the Contractor's failure to complete the work required by this Salvage Agreement. Material failure also includes the failure of the contractor to provide the Performance Bond and proof of insurance as required.

7.4 Force Majeure. Performance hereunder may be temporarily or permanently suspended where made impracticable due to events beyond the reasonable control of the party required to perform. Such events include, but are not limited to: acts of God; war, insurrection, or acts of terrorism; or the intervening acts of a superior governmental authority. Neither the Board nor the Contractor shall be considered in breach of this Salvage Agreement to the extent that performance of their respective obligations is

prevented by an event of force majeure that arises after the Effective Date. The party prevented from carrying out its obligations hereunder shall promptly give notice to the other party of the event of force majeure. If an event of force majeure occurs and its effect continues for a period of 90 days, either the Board or the contractor may give to the other a notice of termination.

If and to the extent that the Contractor is prevented from executing the Salvage Services by the event of force majeure, while the Contractor is so prevented the Contractor shall be relieved of its obligations to provide the Salvage Services; but shall, in good faith, endeavor to continue to perform its obligations under the Salvage Agreement to the extent practicable. If an event of force majeure results in loss or damage to part of the Facility, the Contractor shall continue operations to the extent practicable.

- 7.5 Breach of Agreement; Penalties.** In addition to the remedy of termination for a material breach as referenced in Section 7.1, above, the Contractor's failure or refusal to comply with any law, regulation, or term of a contract, may subject the Contractor to a penalty for non-compliance. Upon the Contractor's failure or refusal to comply with any law, regulation, or term of this Salvage Agreement, the MCSWD shall provide notice to the Contractor, by hand delivery or by certified mail, return receipt requested, of the alleged breach by the Contractor. The Contractor shall have ten (10) days to provide the MCSWD with written assurance, which can be substantiated by reasonable proof, that the breach identified in the notice has been corrected. Failure to correct such breach may result in a penalty, not to exceed \$500.00 per day for each day of violation, following provision by the MCSWD to the Contractor with notice of the breach and a reasonable opportunity to remedy such breach. Such penalty shall be in the sole discretion of the MCSWD, and shall be levied by withholding payment as described in Section 6.1.

ARTICLE VIII – MISCELLANEOUS PROVISIONS.

- 8.1 Entire Agreement.** This Salvage Agreement, Bid Forms and other attachments and exhibits incorporated herein represent the entire agreement of the parties, and supersede all other prior written or oral understandings. This Salvage Agreement may be modified or amended only by a writing signed by both parties.
- 8.2 Notices.** Written notice required to be given under this Salvage Agreement shall be sufficient if delivered personally or mailed by certified mail, return receipt requested, to the Contractor, attention _____ (name or title), and to the MCSWD, attention _____ (name or title), at their respective addresses set forth above. Any change in address must be given in like manner.
- 8.3 Waiver.** No waiver, discharge, or renunciation of any claim or right of the MCSWD or the Contractor arising out of a breach of this Salvage Agreement by the MCSWD or the Contractor shall be effective unless in writing signed by the MCSWD and the Contractor.
- 8.4 Applicable Law.** This Salvage Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Venue is proper in Medina County, Ohio.

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

8.6 Binding Effect. This Salvage Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, each party's successors and assigns. Provided, however, that the Contractor may not assign this Salvage Agreement or any of the Contractor's rights or obligations without the express written consent of the MCSWD, which consent may be withheld for any reason or for no reason.

8.7 Rights or Benefits. Nothing herein shall be construed to give any rights or benefits in this Salvage Agreement to anyone other than the MCSWD and the Contractor. All duties and responsibilities undertaken pursuant to this Salvage Agreement will be for the sole and exclusive benefit of the MCSWD and the Contractor, and not for the benefit of any other party.

8.8 Operation in Accordance with Law. The Contractor agrees it will perform the Salvage Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs or performance of the Salvage Services.

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

**The Board of the Medina County
Commissioners, acting in its capacity as
the Board of the Medina County Solid
Waste Management District**

(Signature)

(Signature)

(Signature)

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

(SEAL)

(Signature)

ATTEST:

(Printed Name)

(Notary Signature)

(Title)

(Printed Name)

(Street Address)

(City/State/Zip)

EXHIBIT A – BID FORM
Equipment Grouping(s) for Salvage Services

Equipment Grouping	Price For All Work Specified In Equipment Grouping
Group 1: Baler <ul style="list-style-type: none"> • Remove baler, including inserter, related controls and power panel • Remove conditioner unit mounted above baler • Remove baling wire guide frames • Remove any parts that are identified as specifically for the baler 	\$
Group 2: Shredder <ul style="list-style-type: none"> • Remove shredder, shredder hydraulic power unit • Remove shredder support platform • Remove any parts that are identified as specifically for the shredder 	\$
Group 3: Overhead magnets <ul style="list-style-type: none"> • Remove three (3) overhead electromagnets and electrically connected transformer/rectifier units • Remove magnet hanging hardware 	\$
Group 4: Eddy Current Separator (ECS) and vibratory feeder <ul style="list-style-type: none"> • Remove ECS and vibratory feeder • Remove ECS and vibratory feeder support structures above platform deck 	\$
Group 5: Trommel <ul style="list-style-type: none"> • Remove Lindemann ST-30 Trommel • Remove trommel hydraulic assembly • Remove trommel support platform, motor, gearbox and support trunnions • Remove any parts that are identified as specifically for the trommel 	\$
Group 6: Everything Else Including Conveyors and Wiring <ul style="list-style-type: none"> • Remove pit cover plates and related steel support structures • Remove all conveyors • Remove 2 sort cabins • Remove all support structures, platforms and bunkers not included in Groups 1-5 • Remove all catwalks, stairways and access ladders connected to recycling equipment • Remove all chutes and conveyor transitions • Remove any spare parts not identified as specifically for other groups • Remove all wiring to recycling equipment including power connections to SDB for baler, shredder and MCC-E. Remove all power and control wiring from recycling equipment to MCC-E • Remove recycling equipment controls including MCC-E and Display/Control panel in manager's office 	\$
Grand Total of all Groupings Bid	\$

EXHIBIT B – DEFINED TERMS

Bid: collectively, the documents prepared and submitted by a Bidder in response to the Invitation to Bid issued by the Board to secure Salvage Services

Bidder: a person, partnership, joint venture, corporation or limited liability company submitting a Bid in response to the Bid Documents

Bid Bond: a bond ensuring the Board that the Successful Bidder will execute the agreements for the Salvage Services substantially in the form provided in the Bid Documents

Bid Documents: collectively, the documents prepared and furnished by the Board inviting bids to obtain the Salvage Services, including the Legal Notice to Bidders, Overview and Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits contained therein

Bid Form: the exhibit to the agreement included in the Bid Documents upon which a Bidder shall submit its bid price for provision of the Salvage Services

Board: the Board of the Medina County Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District

Facility: the Medina County Solid Waste District Facility located at 8700 Lake Road, Seville, OH

MCSWD: the Medina County Solid Waste Management District, governed by the Board and managed by the Medina County Sanitary Engineer

Effective Date: the date of last execution of the Salvage Agreement

Facilities and Equipment: collectively, the 78,395 square foot building and accompanying acreage owned by the Medina County Solid Waste MCSWD located at 8700 Lake Road, Seville, Ohio, 44273; the fixtures installed at such property and owned by the Medina County Solid Waste Management District, described on Exhibit 1 to the Bid Documents

Implementation Plan: the proposal submitted by a Bidder as part of a Bid consisting of specifically identified activities and accompanying benchmark dates in order to prepare for the provision of the Salvage Services; attached as Exhibit C to the Salvage Agreement

Invitation to Bid: the request for proposals issued by the Board to secure the Salvage Services

Medina County Central Processing Facility (CPF): the site owned by the Board and located at 8700 Lake Road, Seville, Ohio, 44273 where Solid Waste generated in the MCSWD is delivered for Salvage

Modify or Modification: a change in the operation of the CPF or its Supporting Operations that requires the approval of the Director of the Ohio Environmental Protection Agency; or, that involves a change in the type of material, manner of operation or activities conducted at the CPF

or its Supporting Operations that may directly or indirectly affect the Maximum Feasible Utilization of the CPF or its Supporting Operations

Notice of Award: written notification that a Bid has been accepted by the Board for the Contractor to provide the Salvage Services

Contractor: the Successful Bidder with whom the Board has entered into a Salvage Agreement to perform Salvage Services

Performance Bond: the bond insuring performance of the Salvage Services, to be submitted by a Successful Bidder in substantially the same form as that included in the Bid Documents

Salvage Agreement: the agreement entered into between the Board and the Successful Bidder / Contractor to perform the Salvage Services

Salvage Services: the transfer, disposal, recycling, Salvage or resource recovery of Solid Waste, Recyclable Materials and Yard Waste delivered to the Medina County Central Salvage Facility

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

Successful Bidder: the Bidder or Bidders whom the Board concludes has submitted the lowest price and best bid for the Salvage Services

EXHIBIT C – IMPLEMENTATION PLAN

Please attach Implementation Plan details, which shall be fully incorporated into the Salvage Agreement.

Implementation Plan details shall include, but are not limited to, benchmark dates for satisfying the following requirements, as applicable: (1) ownership, lease or rental of sufficient vehicles and equipment to fully perform the Salvage Services; (2) deadlines for hiring employees to fully perform the Salvage Services; (3) anticipated schedule and deadlines for completing removal of the equipment designated in the applicable awarded equipment grouping(s) as identified in the Bid submitted by the Contractor; (4) submittal of “Certificate of Good Standing” (authorization to do business in the State of Ohio); and (5) submittal of proof of insurance, proof of workers’ compensation coverage and the required Performance Bond, attached as Exhibits D, F, and G.

EXHIBIT D

PERFORMANCE BOND FOR THE PROVISION OF SALVAGE SERVICES

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Salvage Services Provider (“Principal”) and _____ [insert name of surety] (“Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the Medina County Board of Commissioners, acting in its capacity as the Board of the Medina County Solid Waste Management District (“Beneficiary”) in the **sum equal to the full amount of the bid for equipment removal**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Salvage Agreement by and between Principal and Beneficiary, dated the ___ day of ___, 2017, a copy of which is hereto attached and made a part hereof, for the for the purpose of obtaining the “Salvage Services”.

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2017, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

(Principal)

(Surety)

By:
(Principal Secretary) (Surety Secretary)

(SEAL)

(SEAL)

(Witness as to Principal) _____ (Address) _____ (Witness as to Surety) _____ (Attorney-In-Fact) _____

_____ (Address) _____ (Address) _____ (Address) _____

(Address) _____ (Address) _____

Legal Status of the Principal

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

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

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

CERTIFICATE AS TO PRINCIPAL

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

(Corporate Seal)

EXHIBIT E

Insurance Coverage Requirements

(Please attach proof of insurance coverage consistent with below requirements)

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
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. MCSWD shall, under no circumstances, 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.
Workers' Compensation	Statutory limits – see Exhibit G

EXHIBIT F

Workers' Compensation Coverage

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

EXHIBIT G

PERS Independent Contractor / Worker Acknowledgment Form

Please attach a current “PERS Independent Contractor / Worker Acknowledgment Form” for each of Contractor’s employees. Contractor is responsible for providing forms on a going-forward basis for all new employees.

**ACKNOWLEDGMENT
INDEPENDENT
CONTRACTOR/WORKER** Ohio
Public Employees Retirement System
OPERS 277 East Town Street,
Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name

MI

Last Name

Name of Current Employer

STEP 2: Public Employment information

Name of Public Employer for Which You Are Providing Personal Services

Employer Contact

First Name

MI

Last Name

Employer Code

Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service

Month Day Year

End Date of Service

Month Day Year

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date _____
Do not print or type name