

February 7, 2017

NOTICE TO BIDDERS:

The Mayor of the Village of Spencerville, Ohio is accepting sealed bids for their residential Waste Disposal Contract through **Friday March 10, 2017 at 3:30 p.m., local time**; at which time they will be publicly opened and read aloud. The location of the bid opening shall be the Village Council Chambers, 116 S. Broadway Street, Spencerville, Ohio 45887.

The contract shall be for the weekly collection of garbage, refuse, yard waste and recyclable material. Specifications for said contract are available at the Village Administrator's office located at 524 N. Broadway Street, Spencerville, Ohio 45887, the Village's website at www.spencervilleoh.com or by calling the Utilities office at 419-647-6263. Questions regarding the contract should be forwarded to Sean Chapman, Village Administrator - 419-647-6263.

A mandatory pre-bid meeting has been scheduled for **Friday February 24, 2017 at 3:30 p.m., local time**; at the Village Council Chambers, 116 S. Broadway Street, Spencerville, Ohio 45887. All prospective bidders are required to attend this meeting; failure to attend shall result in the inability to submit a bid for the Waste Disposal Contract.

The Mayor shall reserve the right to accept or reject any bid.

INSTRUCTIONS TO BIDDERS:

- a. All bids shall be sealed and clearly labeled "**WASTE DISPOSAL CONTRACT – SPENCERVILLE, OHIO**".
- b. All bids shall be submitted on **Bid Form #1** included with the **Waste Disposal Contract**.
- c. All bids shall be based on the content included in the **Waste Disposal Contract**; which will be the mechanism used to enter into a contract with the contractor who submits the best and most responsive bid.
- d. Alternates to the specifications outlined on **Bid Form #1** and the **Waste Disposal Contract**, may be considered by the Village. Contractors who wish to submit alternates are asked to outline the proposed alternates on **Bid Form #2 (Alternates)**.

- e. Contractor shall provide information regarding the Solid Waste Landfill that will be used to dispose of the solid waste collected from the Village, during the entire length of the Contract, on **Bid Form #3**.
- f. Contractor shall provide information regarding the Recycle Processing Facility that will be used to process the recyclable materials collected from the Village, during the entire length of the contract, on **Bid Form #4**.
- g. In addition to the information provided above, all prospective bidders shall include the following items with their bid package:
 - 1. Copy of current Liability Insurance Certificate with the Village of Spencerville listed as additional insured.
 - 2. Copy of current Workers' Compensation Insurance coverage.
 - 3. List of current or recent contracts of similar nature.
 - 4. Statement of Qualifications.

Respectfully submitted,

Sean Chapman
Village Administrator

LEGAL NOTICE

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All bids shall be sealed and clearly labeled "**WASTE DISPOSAL CONTRACT – SPENCERVILLE, OHIO**".

All bids shall be submitted on the Bid Forms included with the Waste Disposal Contract.

This Notice is also available at the Village's website: www.spencervilleoh.com.

The Mayor reserves the right to accept or reject any or all bids.

END OF LEGAL NOTICE

Advertising to meet the ORC requirements as outlined in ORC§731.22 & ORC§731.141.

- Please print as a legal notice in The Journal News, the weeks of February 6, & February 13, 2017.

Thank you,

Sean Chapman
Village Administrator

Waste Disposal Contract
Pre-Bid Meeting
February 24, 2017 - 3:30 p.m.

1. Welcome
2. Explain Waste Disposal Contract
 - a. Term
 - b. Billing Procedures; possibility of billing a flat rate/month versus receiving collections of number of residents paying that month x monthly rate??
 - c. Conventional vs. Automated
 - d. Includes collection and disposal of refuse, garbage, yard waste, recyclables, building materials
 - e. Includes free collection of Village property.
 - f. Recycle collection process/importance
 - g. Alternatives to the Waste Disposal Contract.
3. Questions/Answers
4. Changes/Addenda will be submitted to all individuals on the sign-in sheet for the pre-bid meeting no later than Monday February 27, 2017.
5. Bid Opening date: Friday March 10, 2017 at 3:30 p.m.

WASTE DISPOSAL CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2017 by and between the Village of Spencerville, a municipal corporation, hereinafter referred to as the "VILLAGE", and _____, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

In consideration of the promises and covenants hereinafter set forth, it is agreed by and between the "VILLAGE" and the "CONTRACTOR", as follows:

1.) **Definitions:**

When used herein, the meaning of the following words shall be:

a.) Residential Unit:

A place of abode of a person or persons that receives either directly or indirectly, either water or sewage service, and being subject to mandatory garbage, refuse and recycle service by Village Ordinance Number 05-08, Section 2.

b.) Commercial or Industrial Unit:

All units other than residential units as defined in Section (1) (a) of this Contract.

c.) Garbage:

Animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

d.) Refuse:

The following rejected waste matter accumulating in the Village, which includes such matter as rags, old clothes, shoes, barrels, baskets, worn-out furniture (including bed springs, mattresses, stuffed furniture and appliances), incidental building materials resulting from minor home improvements (such as small pieces of drywall, small pieces of

construction lumber, windows, doors and being no larger than one (1) cubic yard in size), carpets, ashes, toys, bicycles and all similar materials; but does not include earth, sand, brick, stone, or other substances accumulated as a result of major or significant building or remodeling operations, yard clippings, brush and branch clippings and other items defined as Recyclable Material under Section (1)(f) of this Contract.

e.) Leaf:

One of the usually flat parts that grow from the stem or roots of a plant or tree.

f.) Recyclable Material:

Acceptable Items: Cardboard (corrugated and flattened), Glossy Paper (magazines, catalogs, flyers), Mixed Office Paper (construction paper, envelopes, computer paper, phone books, junk mail), Newspaper, Books (hardcover and paperback in separate paper bag), Aluminum or Bi-metal cans (including empty aerosol cans and small miscellaneous metal scrap), Plastics (all food and beverage containers - #1 - #7), Glass (clean food and beverage glass, no bulbs, window glass or cookware) and Aluminum foil (clean foil and pans).

Items Not Acceptable: Styrofoam, Adhesive materials, Used tissue paper, Paper towels, Oil/food contaminated paper materials, Film/photographs, Paper containers with attached metal or plastic ends or spouts, Cardboard juice or milk containers, Propane (flammable gas) tanks, Pet food bags, Carbon paper or items with food or other contaminants.

g.) Recycling Bin:

A yellow bin (twenty (20) gallon to forty-five (45) gallon) in which recyclable materials, as described in Section (1) (f) of this Contract, are to be placed and commingled by the occupants of each residential unit, unless served by other storage units. The "VILLAGE" shall provide one recycling bin to each residential unit at no cost to the citizens of the Village; additional bins shall be purchased by the citizens of Spencerville at current cost.

h.) Yard Waste:

Vegetative waste resulting from the care and maintenance of landscaped areas, lawns and gardens. Yard waste includes (incidental) leaves, grass clippings, garden wastes and “bundled brush and prunings” from on-site trees or shrubs, and Christmas trees provided that they are cut to a maximum of four feet (4’) in length (maximum size of any individual limb shall not exceed two inches (2”) in diameter and the maximum size of any bundled brush pile shall be no larger than 18” in diameter and four feet (4’) in length). Yard waste does not include the following: all tree/brush materials that are removed from clearing a construction site; agricultural processing waste and commercial products such as discarded fruits, vegetables and foliage; industrial processing wastes, such as from food processing; commercially assisted (or equivalent) removal of any of the previously defined yard waste items; tree toppings of any kind; storm damage clean up (not meeting prior definitions); material collected off site and placed at the collection point.

- 2.) The "CONTRACTOR" shall furnish all labor, material and equipment necessary for the collection and disposal of garbage, refuse, recyclable material and yard waste from all residential units receiving either directly or indirectly, water or sanitary sewer service from the Village of Spencerville; according to the following collection specifications:
- a.) Collection and disposal shall be on a regular weekly schedule. The collection days shall be established by and between the "VILLAGE" and the "CONTRACTOR". The "CONTRACTOR" shall notify the "VILLAGE" at least two (2) weeks prior to a recognized holiday, in order to set the collection schedule for that holiday.
 - b.) Collection shall be from curbside or such other place as is agreed between the "CONTRACTOR" and the customers.
 - c.) The "CONTRACTOR" shall collect each week all garbage and refuse contained in 20-gallon to 45-gallon standard residential garbage containers, or other commonly acceptable container of similar volume, approved by the “VILLAGE” and “CONTRACTOR”. Such containers shall be placed at curbside or such other place as is agreed between the

"CONTRACTOR" and the customer, and is suitable for collection in packer-type equipment.

- d.) The "CONTRACTOR" shall collect items such as toys, furniture, carpets and other items, either bundles or otherwise for collection by packer-type equipment. Such bundles shall not be greater than eighteen (18) inches in diameter or longer than four (4) feet.
- e.) The "CONTRACTOR" shall collect each week all recyclable material contained in the recycling bins which are provided by and available through the Village, or as agreed upon by the "VILLAGE" and "CONTRACTOR". These containers are to be placed close to or by the garbage and refuse containers. For the purpose of this Contract, the paper stream recyclable materials shall be placed in separate bags and placed on top of the other commingled recyclable materials; in addition, all recyclable materials shall be collected in a vehicle that is solely used for the collection of recyclable items.
- f.) The "CONTRACTOR" shall provide leaf pick-up in the fall of the year (September-November), after giving thirty (30) days notice to the Village Administrator. Leaves shall be placed in plastic bags for pickup by the "CONTRACTOR".
- g.) The "CONTRACTOR" shall collect each week all yard waste provided that it is packaged or bundled properly. All yard waste shall either be bundled in packages no larger than eighteen inches (18") in diameter and four feet (4') in length or in regular sized trash bags that are properly secured.
- h.) The "CONTRACTOR", as an alternative to the collection procedures explained in Section 2 (a)–(g) of this Contract, may provide automated collection services by means of a ninety-six (96) gallon wheeled cart (or approved equal) for garbage, refuse and yard waste and a sixty-four (64) gallon wheeled cart (or approved equal) for recyclable items. The carts shall be supplied at the "CONTRACTOR's" expense. If this option is mutually agreed upon by the "VILLAGE" and the "CONTRACTOR", the "CONTRACTOR" shall be required to adhere to all provisions of this contract.

- 3.) The "CONTRACTOR" may collect garbage, refuse, recyclable material and yard waste from commercial and industrial units on a private contract basis. However, a current schedule of fees must be filed within fifteen (15) days of execution of this contract and no increase in rates shall become effective as to any commercial or industrial unity until thirty (30) days have passed following the filing of notice of the proposed increase with the Village Council. The new schedule shall be effective on said thirty (30) days unless council, by motion, disapproves of it.

- 4.) The "CONTRACTOR" agrees to carry insurance, as follows:
 - a.) The "CONTRACTOR" shall furnish to the Village Clerk, a Certificate of Compliance with Workers' Compensation statutes of the State of Ohio, if applicable.

 - b.) The "CONTRACTOR" shall carry in his own name, a policy of Combined Comprehensive Automobile Liability insurance for the operations under this contract, with limits of not less than one million dollars (\$1,000,000).

 - c.) The "CONTRACTOR" shall carry in his own name, a policy of Combined Comprehensive General Liability insurance covering all operations under this contract, other than motor vehicles, with limits of not less than one million dollars (\$1,000,000).

- 5.) The "CONTRACTOR" shall, at no cost to the Village of Spencerville, remove and dispose of garbage, refuse, recyclable material and yard waste; on a weekly basis or otherwise established between the "VILLAGE" and the "CONTRACTOR", from the Spencerville Municipal Building, the trash barrels in the downtown business district on Broadway Street, the Village Swimming Pool, and the Water and Sewer Departments.

- 6.) Schedule of Charges:
 - a.) The "VILLAGE" shall pay the "CONTRACTOR" from an invoice received on a monthly basis, receipts collected by the Village for the collection and disposal of garbage, refuse, recyclable material and yard waste as defined above in Sections 1 through 5 of this Contract, the amount of \$_____ per residential unit per month for years one

(1) through ____; this price shall include all applicable local, county and state fees. The number of residential units shall be the total; single family residences, duplexes, apartments and mobile homes receiving either directly or indirectly water or sanitary sewer service from the Village of Spencerville and which units are entitled to garbage collection served under Village Ordinance Number 05-08. The total number of potential residential units, as of January 16, 2017, is approximately 865; with the average participating units being 745 per month.

- i) The charge per unit is based upon a current dumping cost to the "CONTRACTOR" of \$_____ per ton; this price shall include all applicable local, county and state fees. The charge per residential unit per month shall change in the amount of one cent for each one percent increase or decrease in dumping cost per ton for the monthly billing.
- ii) Fractional percents will not be counted in making this charge adjustment. Dumping costs used in making this calculation shall be the average cost for the immediately preceding month. The "CONTRACTOR" shall keep records of dumping costs, satisfactory to the Village Administrator, who has the authority to authorize the increase or decrease.

- 7.) All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the "CONTRACTOR" shall investigate and if such allegations are verified, shall arrange for such collection within twenty-four (24) hours after the complaint is received. The "CONTRACTOR" must be available at all times for direct supervision of those individuals picking up garbage, refuse, recyclable material and yard waste.
- 8.) The "CONTRACTOR" shall undertake to perform all waste collection services rendered hereunder in a neat, orderly and efficient manner, to use care and diligence in the performance of this contract and to provide neat, orderly and courteous employees on its crews.
- 9.) It is further mutually agreed that in the event the "CONTRACTOR" shall wholly fail to collect and dispose of the garbage, refuse, recyclable

material, yard waste and all other material required herein for any one (1) week, the "VILLAGE" may then proceed with such work and deduct all reasonable costs from the amount hereinabove specified in Section 6 of this Contract, as payment to the "CONTRACTOR" for such services or in the event that such payments due to the "CONTRACTOR" are insufficient to fully compensate the "VILLAGE" for such reasonable cost, it shall be the obligation of the "CONTRACTOR" to reimburse the "VILLAGE" for such costs.

10.) Assignment:

No assignment or transfer of this Contract or any part thereof, no assignment of monies due under this Contract, shall be made by the "CONTRACTOR" without the consent in writing of the "VILLAGE" duly endorsed on this Contract.

11.) Right of the "VILLAGE" to terminate this Contract:

In the event that any provision of this Contract is violated by the "CONTRACTOR", the "VILLAGE" may serve written notice upon the "CONTRACTOR" of its intention to terminate such Contract, such notice is to contain the reasons for such intention to terminate such Contract and unless within ten (10) days after mailing such notice by the "VILLAGE" to the "CONTRACTOR", such violation(s) shall cease or satisfactory arrangements for corrections be made, the Village Council may, by motion duly adopted, declare the Contract terminated and such termination shall be effective and the Contract shall cease and terminate thirty (30) days after the mailing of such notice of termination, the "VILLAGE" may take over the work portion thereof, and prosecute the same by contract or otherwise, for the account and at the expense of the "CONTRACTOR", and the "CONTRACTOR" shall be liable to the "VILLAGE" for any excess cost occasioned by the "VILLAGE" thereby.

12.) Save Harmless Clause:

The "CONTRACTOR" shall at all times during the effective period of this Contract carry liability insurance as provided in Section 4 of this Contract, to indemnify it against loss from all claims by the "VILLAGE", the public or any of the subscribers for garbage, refuse, recyclable material and yard waste collection for personal injuries, fatal accident, property loss and

damage occurring or caused by the "CONTRACTOR", its agents or employees. The "CONTRACTOR" further agrees to carry its own State Workers' Compensation Insurance on its employees. The "CONTRACTOR" covenants and agrees at all times to indemnify and save harmless the "VILLAGE" and its officers and agents and any member of public against all such injuries, damages, claims and compensations arising or resulting from the act or omissions of the "CONTRACTOR", its officers, agents and employees. In the carrying on of the work herein provided for, all proper skill and care shall be exercised and all due and proper precautions used to prevent injury to any property, person or persons and on notice given by the "VILLAGE", defend at its own expense, any action or suit brought against the "VILLAGE" because of any work or acts done by the "CONTRACTOR" under the terms hereof. The "CONTRACTOR" will pay any judgment which may be obtained against the "VILLAGE" by reason of any work or acts done hereunder by the "CONTRACTOR", its agents or employees and the "CONTRACTOR" will pay all damages occurring to any person or property, public or private, resulting from any fault or negligence on its part or on the part of its agents or employees.

- 13.) The term of this Contract shall be for a _____ year period, beginning May 1, 2017 and ending April 30, _____.

IN WITNESS WHEREOF, the Village of Spencerville, Ohio has caused this Contract to be executed by the Mayor and under authority of the Council of said "VILLAGE" and the "CONTRACTOR" has hereunto set their hands the day and year first above written.

WITNESSES:

VILLAGE OF SPENCERVILLE:

WITNESSES:

CONTRACTOR:

Signed by the "VILLAGE" this _____ day of _____, 2017.

Signed by the "CONTRACTOR" this _____ day of _____, 2017.

BID FORM #1

Residential Solid Waste, Refuse, Yard Waste and Recycling Collection and Disposal Services (up to 5 year term)

Up to 865 Total Residential Units; Average Participating Residential Units per month is 745

CONTRACTOR (BIDDER'S) NAME: _____

	Conventional Curbside	Automation Alternate
	<p>Price per Residential Unit per month to <u>collect and dispose</u> of Solid Waste, Refuse, Yard Waste and Recyclable Materials curbside. This price must include all local, county and state fees*</p> <p>Indicate the monthly cost per Residential Unit per month. Do not include billing costs which will be provided by the Village of Spencerville</p>	<p>Price per Residential Unit per month to <u>collect and to dispose</u> of Solid Waste, Refuse, Yard Waste and Recyclable Materials and to provide one 96-gallon Wheeled cart (or approved equal) for Solid Waste, Refuse and Yard Waste and one 64-gallon Wheeled Cart (or approved equal) for Recyclable Materials. This price must include all local, county and state fees *</p> <p>Indicate the monthly cost per Residential Unit per month. Do not include billing costs which will be provided by the Village of Spencerville</p>
Contract Year	Total per unit/month	Total per unit/month
Year 1 through 4-30-18		
Year 2 through 4-30-19		
Year 3 through 4-30-20		
Year 4 through 4-30-21		
Year 5 through 4-30-22		

*The per ton total must include all local, county and state governmental fees assessed on solid waste disposed in a sanitary landfill in Ohio.

BID FORM #2

Proposed Alternates to Waste Disposal Contract and Instructions to Bidders

The Contractor may provide Alternates to the Waste Disposal Contract and Instructions to Bidders, which may be considered by the Village. List proposed Alternates below with thorough descriptions of each; use additional pages if necessary.

Alternate #1: _____

Alternate #2: _____

Alternate #3: _____

Alternate #4: _____

BID FORM #3**Information for Solid Waste Transfer and Disposal Facility**

Provide the information for the facility the Contractor will be using to dispose of the Solid Waste (refuse, garbage and yard waste) collected from the Village, during the entire length of the Contract.

Solid Waste Transfer Facility:

Name of Facility: _____

Facility Owner: _____

Facility Address: _____

Facility Manager: _____

Facility Telephone: _____

Facility Hours: _____

Ohio EPA ID #: _____

Solid Waste Landfill:

Name of Facility: _____

Facility Owner: _____

Facility Address: _____

Facility Manager: _____

Facility Telephone: _____

Facility Hours: _____

Ohio EPA ID #: _____

BID FORM #4

Information for Recycling Processing Facility

Provide the information for the facility the Contractor will be using to process Recyclable Materials collected from the Village, during the entire length of the Contract.

Recycle Processing Facility:

Name of Facility: _____

Facility Owner: _____

Facility Address: _____

Facility Manager: _____

Facility Telephone: _____

Facility Hours: _____