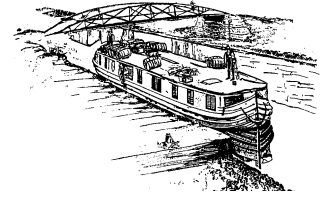




Village of Spencerville

116 South Broadway
Spencerville, Ohio 45887-1267
Phone (419) 647-6263
Fax (419) 647-6980



On The Banks of the Miami-Erie Canal

January 5, 2024

NOTICE TO BIDDERS:

The Village Administrator of the Village of Spencerville, Ohio is accepting sealed bids for their residential Waste Disposal Contract through **Friday February 23, 2024 at 10:00 a.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 at 419-647-6263.

A mandatory pre-bid meeting has been scheduled for **Friday February 9, 2024 at 10:00 a.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 Village 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 Village 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 January 29, 2024 & February 5, 2024.

Thank you,

Sean Chapman
Village Administrator

**Waste Disposal Contract
Pre-Bid Meeting
February 9, 2024 - 10:00 a.m.**

1. Welcome
2. Explain Waste Disposal Contract
 - a. Term
 - b. Billing Procedures; billing a flat rate/month versus receiving collections of number of residents paying that month x monthly rate.
 - c. Automated collection process
 - 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; larger recycle container versus weekly recycle collection.
 - 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 Wednesday February 14, 2024.
5. Bid Opening date: Friday February 23, 2024 at 10:00 a.m.
6. Contract Award: To be awarded by Village council at the March 4, 2024 meeting.
7. Contract start date: Current contract expires on April 30, 2024; new contract to begin May 1, 2024.

WASTE DISPOSAL CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2024 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)(g) of this Contract.

e.) Garbage/Refuse Container/Cart: The +/-96 gallon color-coded (different than recycle cart) wheeled container/cart used to place all disposable items, with the exception of recyclables. The “CONTRACTOR” shall provide and maintain one (1) container/cart for each residential unit served by the “VILLAGE”.

f.) Leaf:

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

g.) Recyclable Material:

Acceptable Items: PAPER: Office paper, junk mail, folders, magazines, catalogs, telephone books, newspaper (including inserts), cardboard (flattened to fit in your cart), paperboard and clean pizza boxes. PLASTIC: bottles and jugs. CARTONS: milk, juice, etc. (with straws and caps removed). METALS: aluminum, steel and tin cans. GLASS: bottles and jars of any color.

Items Not Acceptable: IMPORTANT ITEMS TO AVOID: Cassette & VHS tapes, pressurized tanks, clothing & sheets, hoses & chains, plastic shopping bags, hangers. UNACCEPTABLE PLASTIC: items without a bottle neck, tubs, trays, cups, toys, bikes, buckets and plastic wrap. UNACCEPTABLE PAPER: toilet paper, paper towels, any contaminated paper, photos, photo paper, specially treated paper, laminated paper, paper plates, paper cups and tissues. UNACCEPTABLE GLASS: ceramic, porcelain, drinking glasses, window glass, light bulbs and dishware. UNACCEPTABLE METALS: needles, sharps, other medical equipment, pots, pans, pipes and wire. OTHER UNACCEPTABLE ITEMS: items contaminated with gas or oil, hazardous/flammable items, paint cans

(spray or liquid), wood & yard waste, rubber hoses, rope & string, electronics, Styrofoam, car parts and batteries.

h.) Recycling Bin:

The +/-96 gallon color-coded (different than garbage/refuse cart) wheeled container/cart in which all recyclable materials, as described in Section (1) (g) of this Contract, are to be placed and commingled by the occupants of each residential unit, unless served by other storage units. The "CONTRACTOR" shall provide and maintain one (1) container/cart for each residential unit served by the "VILLAGE".

i.) 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, every Monday or agreed upon date for holidays. 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 Monday all garbage and refuse contained in +/-96-gallon wheeled garbage container/cart, 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 equipment operated by "CONTRACTOR".
- d.) The "CONTRACTOR" shall collect items such as toys, furniture, carpets and other items, either bundles or otherwise for collection by equipment operated by "CONTRACTOR". Such bundles shall not be greater than eighteen (18) inches in diameter or longer than four (4) feet in length.
- e.) The "CONTRACTOR" shall collect all recyclable materials, every other Monday (one week: east side of Broadway and all residences east of that; following week: west side of Broadway and all residences west of that) contained in the recycling carts/containers which are provided by and maintained by the "CONTRACTOR". These carts/containers are to be placed close to or by the garbage/refuse carts/containers. For the purpose of this Contract, all commingled recyclable materials (as defined in Section 1(g) of this Contract) shall be placed in the recycle cart/container; 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, placed in the garbage/refuse cart/container or in regular sized trash bags that are properly secured.

- h.) "CONTRACTOR" shall provide a roll off container (at no additional cost), at a location to be agreed upon by the "VILLAGE" and "CONTRACTOR", for the residents of Spencerville to dispose of their tree debris and yard clippings.
- 3.) The "CONTRACTOR" may collect garbage, refuse, recyclable material and yard waste from commercial and industrial units on a private contract basis.
 - 4.) The "CONTRACTOR" agrees to carry insurance, as follows:
 - a.) The "CONTRACTOR" shall furnish to the Village Administrator, 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 fourteen (14) 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, for the collection and disposal of garbage, refuse, recyclable material and yard waste as defined above in Sections 1 through 5 of this Contract, a flat rate amount of **\$(TO BE DETERMINED BY BID)** _____ per month for years one (1) through seven (7) (this shall be broken down on Bid Form #1); 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 November 15, 2023, is approximately 865; with the average participating units being 756 per month.
- i) The charge per unit is based upon a current dumping cost to the "CONTRACTOR" of **\$(TO BE DETERMINED BY BID)** _____ 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 seven (7) year period, beginning May 1, 2024 and ending April 30, 2031.

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 _____, 2024.

Signed by the "CONTRACTOR" this _____ day of _____, 2024.

BID FORM #1

Residential Solid Waste, Refuse, Yard Waste and Recycling Collection and Disposal Services (7-year term)

Up to 865 Total Residential Units; Average Participating Residential Units per month is 756

CONTRACTOR (BIDDER'S) NAME: _____

	Automation Collection	Automation Alternate
	<p>Price per month to collect and dispose of Solid Waste, Refuse, Yard Waste and Recyclable Materials and to provide one +/-96-gallon wheeled garbage/refuse cart and one +/-96 gallon wheeled recycle cart. This price must include all local, county and state fees *</p> <p>Indicate the flat monthly rate 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 of</u> 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 96-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 flat rate/month	Total per residential unit/month
Year 1 through 4-30-25		
Year 2 through 4-30-26		
Year 3 through 4-30-27		
Year 4 through 4-30-28		
Year 5 through 4-30-29		
Year 6 through 4-30-30		
Year 7 through 4-30-31		

*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: _____