

ORDINANCE NO. 2-14

**AN ORDINANCE AUTHORIZING THE VILLAGE
FISCAL OFFICER TO ACCEPT BIDS FOR AN EXCLUSIVE
TRASH AND GARBAGE PICKUP FRANCHISE
FOR WASTE COLLECTION IN THE VILLAGE OF SPENCER**

WHEREAS, specifications for an exclusive trash and garbage pickup franchise for trash pickup services and for solid waste collection in the Village of Spencer are hereby approved and filed in the office of the Village Fiscal Officer; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Spencer, three-fourths (3/4) of its members concurring herein as follows:

1. That the Village Fiscal Officer is hereby authorized and directed to advertise for bids for the hiring of an exclusive trash and garbage pickup franchise for trash pickup services and for solid waste collection that meets the requirements of the specifications that are now filed in the office of the Village Fiscal Officer. The Mayor shall enter into a contract with an exclusive trash and garbage franchise that is the lowest and best bidder.
2. That this Ordinance shall be in full force and effect from and after its passage.

1st Reading: January 15, 2014
2nd Reading: February 19, 2014
3rd Reading: March 19, 2014

PASSED: March 19, 2014

ATTEST:



SHERI RAMEY, Village Fiscal Officer



DAN DeROSSETT, Mayor

BID SPECIFICATIONS
FOR SOLID WASTE COLLECTION
AND DISPOSAL IN THE VILLAGE OF
SPENCER, MEDINA COUNTY, OHIO

GENERAL INSTRUCTIONS

It is the intent and purpose of the Village of Spencer, Ohio, to provide a comprehensive residential solid waste disposal system whereby the successful bidder shall collect and dispose of all solid waste as specified herein.

To accomplish that purpose, the Village hereby establishes the following bid specifications and requirements.

Sealed bids must be submitted by delivery to the Village of Spencer at P.O. Box 336, Spencer, Ohio 44275, no later than _____, 2014, or by hand-delivery to the Village Fiscal Officer, 109 North Main Street, Spencer, Ohio 44275, by no later than _____. Bids will be opened at the regular Village Council meeting at 7:00 p.m. on _____, 2014, at the Spencer Village Municipal Building, 109 North Main Street, Spencer, Ohio 44275. All bid envelopes shall be plainly marked **BIDS FOR SOLID WASTE REMOVAL**.

For the collection and disposal services required to be performed, the charges of the bidder shall not exceed the rates as fixed by the signed contract documents. In the event the successful bidder, during the course of the contract, is required to pay additional tipping fees and/or should the tipping fees be reduced by the bidder's choice of solid waste disposal site; then, in that event, Village Council shall be notified of the proposed rate increase and/or decrease and a hearing shall be held to evaluate the proposed rate increase of the successful bidder. The bidder shall clearly set forth in the bid proposal the manner in which the rate increase and/or decrease will be computed. It is assumed, for the purpose of the bids being solicited, and the contract to be signed, that the base bid, that is the rate being charged at the Medina County Solid Waste District as of the date bids are submitted is _____ Dollars (\$ _____) per ton, unless otherwise set forth in the bid proposal and verified by the bidder with the bidder's bid proposal.

The bidder shall set forth, as part of its bid proposal, its participation with the Village in public education of Village residents relative to the separation and disposal of solid waste. The statement shall include the charges, if any, for such education. The statement shall include not only general educational information but also specific information which may need to be disseminated from time to time as a result of changes in the requirements of the disposal site for disposal.

The bidder shall set forth its plan for removal of yard waste. There will not be an additional charge for the removal of yard waste. However, the bidder shall set forth its plan for such removal. That is, will the yard waste be removed and transported on the same truck used for the solid waste removal, or will the yard waste be removed by a separate truck? Will the yard waste be collected on the same day as the other solid waste?

Each bid shall contain the full name of every person, firm, or corporation, interested in the same, and if the entity is a corporation, the name and address of the president and secretary of the corporation.

Council for the Village of Spencer, Ohio, reserves the right to reject any and all bids.

Multi-family complexes, in excess of four (4) units shall be considered commercial in nature. Commercial and industrial accounts shall not be subject to this bid package.

The Village will consider bids for the services specified herein for a period of three (3) years or for a period of five (5) years. The bid shall state clearly whether the bid is for a three (3) year or a five (5) year term.

All bids shall comply with and be based on the bidder's compliance with all local, state, and federal laws, including but not limited to, all wage and hour laws, all equal opportunity laws, and all environmental and disposal laws, rules, and regulations.

The Village may waive any informalities or defects in bids pursuant to Ohio law and may reject any and all bids. The village of Spencer shall determine which bid is the lowest and best based on all of the bid elements, requirements, and conditions submitted by each bidder, and on the experience and reputation of the bidder.

BID SPECIFICATIONS

THE SUCCESSFUL BIDDER SHALL BILL ALL CUSTOMERS INDIVIDUALLY.

The method of compensation to the successful bidder will be as follows:

1. The successful bidder will bill and collect the solid waste charges on a monthly basis. The Village will not bill or collect charges for collection of solid waste.
2. The successful bidder will make available to the Village for inspection, records substantiating the solid waste payments received each month.
3. Each bidder shall establish a special senior citizen's residential discount rate for the residents of the Village of Spencer who are sixty-five (65) years of age or older. The senior citizen requesting a discount shall provide proof of age. The successful bidder shall determine whether or not the individual qualifies for the discount. The bidder shall specify whether the senior citizens solid waste will be picked up at the curbside or whether the successful bidder will pick it up and remove it from its location on the premises without additional charge.

SPECIFIC REQUIREMENTS

The successful bidder will be required to sign a contract incorporating the terms of these specifications with the Village containing the following terms and conditions:

1. The term of the agreement shall be for a period of three (3) or five (5) years commencing on _____.
2. The entire task of removing solid waste from the Village shall be accomplished on _____ of every week and be completed by 4:00 p.m. Pickup shall not commence before 7:00 a.m. on the day of collection. In the event _____ is a legal holiday, the removal of the garbage and rubbish shall be accomplished on _____. A list of legal holidays for the bidder must be furnished to the Village of Spencer in December prior to the next year.
3. The hauler shall begin the day with an empty truck.
4. The successful bidder shall provide free pickup of the Village of Spencer's trash from a designated location behind the Village Municipal Building, Water Plant, Street Department, _____ and from a designated location in the community parks once each week, on _____ from _____, 2014, through _____, 2014. The successful bidder will furnish a small dumpster at _____ to be emptied the same day as the other Village Dumpsters and at no cost to the Village. In the event _____ pickup is a legal holiday, the removal of the garbage and rubbish shall be accomplished the next day.

The successful bidder shall provide one, 1 cubic yard bin for the pickup at the Village Municipal Building, Water Plant, Street Department, _____ and one, 4 cubic yard bin for the pickup at the community parks.

The requirements set forth in this paragraph 4 shall be without additional charge.

5. The successful bidder will provide sufficient equipment and personnel to remove the container from its location for the Spencer Community Cleanup Day. This service shall be provided without additional charge. At a minimum, the successful bidder shall provide 2, 8 cubic yard containers emptied and removed daily for this event. *30yd. Roll off containers hauling fee only.*
6. The successful bidder will provide one, 95 gallon trash container to each residential property serviced by the successful bidder.

7. The successful bidder shall permit owners of residential properties within the Village to opt out of removal of garbage and rubbish by the successful bidder.
8. In the event of circumstances beyond the control of the hauler such as severe weather and so forth, the hauler shall contact the Village Clerk with an explanation of the problem and the corrected course of action to be taken.
9. The contract shall be subject to cancellation by the Village, for good cause as determined by Village Council, upon ten (10 days' advance written notice.
10. The successful bidder shall maintain Workers' Compensation insurance, and public liability and property damage insurance for all claims which may arise from any activity carried out pursuant to the contract with the Village. The amount of the public liability insurance shall be an amount not less than One Million Dollars (\$1,000,000) for each occurrence. Within ten (10) business days of signing of the contract, the successful bidder agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to the effect that such insurance has been procured and is in force. The certification shall include a statement that in the event of cancellation or any material policy change, notice of said cancellation or material policy change will be forwarded to the Village Fiscal Officer thirty (30) days before such cancellation or material policy change. The address of the Village Fiscal Officer is 109 North Main Street, P.O. Box 336, Spencer, Ohio 44275.
11. Each truck used by the company shall display the name of the company.
12. Vehicles used by the company shall be used and operated so as to prevent offensive odors escaping therefrom, and rubbish and/or garbage from being blown, dropped, or spilled.
13. All solid waste and yard waste will be transported to the Medina County Central Processing Facility.
14. The rights and responsibilities herein described shall not be assigned or sublet during the contract term without written consent of the Village of Spencer.
15. The Village is not to be considered an agent of the bidder in the performance of this contract. The bidder is an independent contractor and all equipment, vehicles, employees, and accessory unites will be furnished by the bidder. The bidder shall agree to defend, hold harmless, and indemnify the Village and its elected officials, officers, agents, and employees from any and all liability of any kind, claims, or demands for property damages, bodily injury, wrongful

death, losses, costs, expenses, attorney fees, and any other claim of any kind whatsoever arising out of the bidder's performance of this contract.

Dated: _____

DAN DeROSSETT, Mayor

ATTEST:

SHERI RAMEY, Village Fiscal Officer

VILLAGE OF SEVILLE**CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL**

THIS CONTRACT, made and entered into this 9th day of December, 2013, by and between the Village of Seville, a Municipal Corporation of Medina County, Ohio, (hereinafter called the "Village", and Curtis R. Perkins Inc. dba C. Martin Trucking (hereinafter called "Contractor")

WITNESSETH

WHEREAS, The Contractor did on the 12th day November, 2013, submit a Proposal to provide Refuse Collection and Disposal within the Village and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Refuse collection, removal and transportation services as specified and to perform all of the work called for and described in the Contract Documents. Residents of the Village of Seville shall be permitted to opt out of refuse collection services of Contractor upon written notice to Contractor. The term of the Agreement shall be for a term of five (5) years from the Effective Date of this Agreement. The Effective Date of this Agreement shall be January 1, 2014.

2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:

- (a) The Bid Specifications,
- (b) The Bid Proposal
- (c) This Contract

3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to the Contract shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract Document except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:

IN WITNESS WHEREOF, We the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at the Village of Seville, Seville, Ohio as of this 9th day of December, 2013.

VILLAGE OF SEVILLE, OHIO
A MUNICIPAL CORPORATION OF MEDINA COUNTY, OHIO

By: *Eugene S. Lyman*
Mayor

By: *James B. Barrett*
Clerk

CONTRACTOR

By: *Curtis R. Parkman*
its

ATTEST:

Patricia O. Bower
Secretary

VILLAGE OF SPENCER
MEDINA COUNTY, OHIO

GARBAGE FRANCHISE SPECIFICATIONS

1. Proposals are requested for an exclusive trash and garbage pickup franchise in the Village of Spencer for a three (3) year and a five (5) year contract, beginning on _____, 2014. **Payment will be made by individual Village residents/households subscribing for the service directly to the hauler, with quarterly billing to residents and collection of monies to be the responsibility of the hauler.** Please quote your per household rate and any other rates which you wish to make a part of your bid proposal.
2. ~~Please list costs of estimated amounts of ordinary household garbage and trash.~~ Disposal of construction debris, hazardous materials, yard waste and white goods (furniture and appliances) is the responsibility of the individual homeowner, and may be picked up by arrangement with the contract hauler at the homeowner's expense. **Please provide a price list for such special pickup.**
3. Pickup is to be curbside on the same day each week (**specify day or days requested in proposal**).
4. Trash may be disposed of as determined by the contractor provided the same is in compliance with all applicable laws and regulations. The contractor shall be solely responsible for such compliance and solely liable for any non-compliance.
5. The contractor must supply certificates of liability insurance coverage of no less than One Million Dollars and Workers' Compensation coverage. **PLEASE SUBMIT A CERTIFICATE OF LIABILITY INSURANCE COVERAGE AND A COPY OF YOUR WORKERS' COMPENSATION COVERAGE WITH YOUR BID.**
6. There are approximately _____ homes in the Village that may subscribe for pickup, and the number may fluctuate.
7. The bid must specify the type and loaded weight of all vehicles to be used within the Village of pickup and hauling.
8. Bids must be submitted by delivery to the Village of Spencer at P.O. Box 336, Spencer, Ohio 44275, no later than _____, 2014, or by hand-delivery to the Village Fiscal Officer, 109 North Main Street, Spencer, Ohio 44275, by no later than _____. Bids will be opened at the regular Village Council meeting at 7:00 p.m. on _____, 2014, at the Spencer Village Municipal Building, 109 North Main Street, Spencer, Ohio 44275.
9. The successful bidder will provide one (1) 95 gallon trash container to each residential property serviced by the successful bidder.

