

VILLAGE OF ROSEVILLE, OHIO

SOLID WASTE COLLECTION AND DISPOSAL INCLUDING SERVICES FOR TRASH AND RECYCLING

BID SPECIFICATIONS

Bid Due Date:
December 10, 2020
Noon (12:00) EST.

Fiscal Officer Heidi Milner
107 N. Main Street
Roseville, OH. 43777
740-697-7323

LEGAL NOTICE

Village of Roseville Request for Proposal Single Refuse Hauler

Sealed proposals will be received by the Fiscal Officer of the Village of Roseville, Ohio until 12:00 o'clock noon, on Thursday December 10, to collect and remove garbage and other refuse from the Village of Roseville and its residents. No hand delivery of RFPs will be accepted. Proposals must be mailed or dropped off in the Night Box at 107 N. Main Street, Roseville Ohio 43777. Proposals received will be officially opened and read at the deadline time, at the Clerk's office, same location of submission. The opening of bids will be live streamed via zoom. A report will be made to Council for subsequent action on December 15, 2020.

A copy of the second legal notice and all specifications for the above proposal request is available on the Village of Roseville's Website: <https://www.rosevilleoh.com/news/2020/11/13/roseville-ohio-refuse-hauling-bid-packet>.

Each proposal shall contain the name(s) of the person authorized by the company to sign and submit contracts and shall be on the bidders own stationary. Each proposal shall be sent to the Attention of Heidi Milner, Village of Roseville and in a sealed envelope and clearly marked "**2020 Trash Removal Proposal**".

Questions will only be addressed if they are delivered in writing and directed to Heidi Milner, fiscal-officer@rosevilleoh.com by December 2, 2020.

The Village of Roseville is an equal opportunity employer and contractor and reserves the right to accept or reject any and all proposals and to waive any formalities.

1st Publication Newspaper Nov. 18, 2nd Publication via Roseville Webpage

Link to view Live Zoom Bid Opening:

Heidi Milner is inviting you to a scheduled Zoom meeting.

Topic: Village of Roseville Request for Proposal Single Refuse Hauler Opening

Time: Dec 10, 2020 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/95881084771?...>

Meeting ID: 958 8108 4771

Passcode: 342052

One tap mobile

+16465588656,,95881084771#,,,,,0#,,342052# US (New York)

+13017158592,,95881084771#,,,,,0#,,342052# US (Washington D.C)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 958 8108 4771

Passcode: 342052

Find your local number: <https://zoom.us/u/abarJdzC9a>

The Village of Roseville, Ohio, will accept sealed bids at the Village Hall until Noon (12:00) EST., on Friday, December 10, 2020 for a three (3) year contract for Waste Collection including the collection, removal and disposal of all waste materials from residences, street containers, municipal buildings, water department, sewer department, fire department, street department, two cemeteries, three parks, and other public places. The Village shall have the right to extend the contract for five (5) option years on one to three-year intervals. Also included is curbside recycling collections.

The Village reserves the right to accept or reject any part of any or all bids; to waive any irregularities in the bidding; and to enter into a contract with the bidder whom in their opinion offers the lowest, responsive and responsible bid.

THE VILLAGE OF ROSEVILLE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE AND HANDICAPPED STATUS IN EMPLOYMENT OF THE PROVISION OF SERVICES.

PUBLISH:

1st notice: November 18, 2020 Perry County Tribune and Zanesville Times Recorder

2nd Notice: <https://www.rosevilleoh.com/news/2020/11/13/roseville-ohio-refuse-hauling-bid-packet>

BID DOCUMENT

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS, INFORMATION

Sealed bids will be received by the Fiscal Officer of The Village of Roseville, Ohio, in accordance with the attached legal advertisement and subject to all provisions contained in this bid document including the specifications. Special conditions or instructions in the specifications shall take precedence of the general conditions.

Submission of Bids

- a. Bids shall be submitted on the printed blanks provided for that purpose and bound herewith and must be signed. Bid forms are to be completely filled out and shall not be detached from this binding. Removal of any part thereof may invalidate the bids.
- b. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, dab Smith-Jones Company, by John Jones, a partner"

Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the President, Vice-President, or person authorized to bind the proposal.

The names of other parties interested in the proposal must be listed.

- c. Each bid shall be sealed and addressed to the Fiscal Officer, Heidi Milner, of The Village of Roseville, Ohio and shall bear on its face the name of the bidder and "**2020 Trash Removal Proposal**".
- d. Bid received after the time specified in the advertisement will not be considered.
- e. Erasures or corrections may invalidate a bid unless properly noted over the signature of the bidder.

Surety

- a. Bid Bond - Each bid must be accompanied by a bid bond payable to the Village of Roseville, Ohio, in the amount of ten per cent (10%) of the first year's total bid price as a guarantee that if the bid is accepted, a contract will be entered into and the performance of the same properly secured (Contractor may use attached form or Surety's). The Surety amount for a deposit of cash, certified check or bank cashier's check, drawn on a solvent bank shall be in the amount of \$10,000.00 payable to the

Village of Roseville, Ohio. The Village will determine the sufficiency of the surety. Bid bonds, checks or cash will be returned to bidders as soon as the purpose for which given has been fulfilled.

- b. Performance Bond – the bidder to whom an award is made shall furnish a bond or certified check on a solvent bank, payable to the Village of Roseville, in the amount of one hundred percent (100%) of the total contract bid price as a guarantee for the faithful performance of the contract. The Village will determine the sufficiency of the surety.

Rejection of Bids

The Village reserves the right to waive informalities, to reject any or all bids, or to accept any bid which may be deemed to be for the best interest of the Village of Roseville.

Withdrawal of Bids

No bid shall be withdrawn within One Hundred twenty (120) days after the scheduled time for opening of the bids.

Infringements and indemnification

The bidder, if awarded an order or contract, agrees to protect, defend and save the Village harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract and he further agrees to indemnify and save the Village harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

Default Provisions

In case of default by the bidder or contractor, the Village of Roseville may procure the articles or services from other sources without further advertising and may hold the bidder or contractor responsible for any excess costs occasioned thereby.

Pricing

Where unit prices are requested and there is a discrepancy in the total amount of the bid, the unit prices shall govern. Bid shall include all charges for delivery to the Village of Roseville including but not limited to packing, crating, etc.

Interpretation of Bid Document

If any person contemplating submitting a bid is in doubt as to the true meaning of the plans and specifications, he/she may submit to the Fiscal Officer of the Village of Roseville a written request for interpretation thereof. Any interpretation of the proposed specifications will be made only by addenda duly issued, and a copy of such addenda will be mailed to each person receiving a set of specifications. The Roseville Fiscal Officer will not be responsible for other explanations of the plans and specifications. All parts of these specifications are intended to be explanatory of each other, but in case of misunderstanding or doubt, the interpretation of the Village will be final.

Taxes

The Village is generally exempt from Federal Excise and Ohio State Sales Taxes. Prices shall not include taxes. If taxes of any kind are applicable, they shall be listed separately on the bid form or in the attachment. Exemption forms, when required, will be executed by the Village.

Specifications

Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document

Discounts

Any discounts offered in connection with a bid shall be indicated in the space provided or by appropriate notation attached to the bid.

Opening of Bids

At the time and on the date specified in the advertisement for receipt of bids, all bids will be opened and publicly read.

Award of Contract

A contract shall be awarded to the lowest and best bidder as soon as practicable after the opening of the bids, subject to the reservations as stated hereunto and the bidder to whom award is made shall enter into a written contract with the Village of Roseville within ten(10) days of the notification of award. It is the full intention of the Mayor and Council of Roseville to award a contract no later than February 20, 2021 with operations beginning no later than April 1, 2021.

GENERAL SPECIFICATIONS AND INFORMATION

Section 1

It is the intent of this proposal that bids be submitted for the collections and disposal of solid wastes generated within the corporate limits of the Village of Roseville being more specifically defined within this proposal

Section 2

It is the Village's desire to limit pickups to one day per week Monday-Friday. If for any reason the contractor requires a change in the schedule, it will be the contractor's responsibility to notify the residents or businesses affected after first receiving the written approval of the Village of Roseville. Hereafter, Village shall refer to the Mayor or designee.

Section 3

All waste materials collected by the contractor shall be legally disposed of outside the corporate limits of the Village of Roseville. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential or Business Unit serviced by the contractor.

Section 4

Contractor's employees should at any time, exhibit no improper or abusive language or unacceptable conduct to the public or such offender will be removed from the Village's route by the contractor upon request by the Village.

Section 5

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment used by the contractor for the collections and removal of waste material shall be kept neat, clean and sanitary. **The contractor further agrees that at no time will they double-side any two-way streets within the Village limits. The Mayor of Roseville must grant authorization for the double siding of one-way streets.**

Section 6

Contractor agrees to handle all containers, carts, and or totes without abuse and to return all emptied containers to the location where the owner set them. Containers destroyed or removed by the Contractor will be replaced by the contractor and at the contractor's expense.

Section 7

Contractor shall indemnify, save harmless, and exempt the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and Attorney's fees arising out of a willful or negligent act or omission of the Village, its officer, agents, servants and employees.

Section 8

Contractor will be held liable for any damage, injury (including death) or destruction based upon, connected with, or related to contractor's waste removal personnel or equipment while performing services for the Village. (See section 19. Contractor's Insurance.)

Section 9

Should the Village feel compelled to mobilize its own workers to correct problems created by non-compliance with specifications, the contractor will be required to reimburse the Village for such funds necessary to complete the work as guaranteed by the contract. Such reimbursement shall be determined by the Village based on personnel and equipment costs necessary to rectify the problem and shall be paid by the contractor within thirty (30) days of the Village's request for reimbursement.

Section 10

The Village is not to be responsible for any problems arising at the disposal site as a result of solid waste collected in the Village or any other place. The disposal site used by the contractor shall be and shall continue to be an approved and permitted site in accordance with the rules and regulations of the State of Ohio and Federal Environmental Protection Agency for the life of the contract. In addition, where applicable, the facility will comply with all State and/or County Health Department requirements.

Section 11

Included in the bid documents the bidder will provide the Village with a copy of an approved Environmental Protection Agency or Health Department operating license for the disposal site, which shall be used for the term of the contract.

Section 12

Contractor shall agree that if any premises or collections are missed, the contractor shall return to make pickup on the same day the refuse was missed (the regularly schedule pick up day) if notified before 4:40 p.m. EST. If the contractor is contacted after the above time, the contractor agrees to pick up the missed resident the next day.

Section 13

The Village shall be given the name and phone number of the single appropriate person within the contractor's employment with whom complaints can be aired and remedied. The Village shall also be given the name and phone number of the foreman or other assigned representative of the contractor who is responsible for all collections (residential refuse and recycling)

Section 14

Upon completion of the day's routes, the foreman or other assigned representative of the contractor for that particular day will check with an assigned Village representative and will address complaints of the day's route. Routes will not be considered complete until checked with Village and complaints addressed.

Section 15

If the Village feels that the work is not being performed in a satisfactory manner, then the Village will so notify the contractor, who will then immediately rectify the problem area. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract.

Section 16

Contractor shall adhere to all laws, ordinances, and other policies that pertain to action performed for and in the Village of Roseville.

Section 17

Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

Section 18

Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the Village and before commencement of work hereunder the Contractor 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 certificates shall contain the following expressed obligation:

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

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person
Auto mobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

As an alternative to the above, Contractor may insure the above public liability and property coverage's under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$250,000 with the result that the Contractor is its own Insurer to that extent. The Contractor's parent corporation may provide the coverage.

Section 20

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the contractor without the express written consent of the Village, which consent shall not be unreasonably withheld: in the event of any assignment, the assignee shall assume the liability of the contract.

Section 21

Either the Village or the Contractor may terminate with cause the contract within 120 days by registered or certified mail notification to the other party. If the Village determines that the work is not being performed in a satisfactory manner, then the Village will so notify the Contractor, who will then immediately rectify the problem areas. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract, within a thirty (30) day cure period.

The Village reserves the right to terminate this contract immediately upon written notice by registered or certified mail to the Contractor if the Contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency or Contractor is unable or unwilling to provide the services required of this agreement due to closure or lack of accessible landfills, labor disputes or any other action that prevents delivery of services.

In case of default by the Contractor, the Village may procure the articles of services from other sources without further advertising and may hold the Contractor responsible for any excess costs occasioned thereby.

Section 22

Contractor will be required to keep records and submit reports to The Village if requested. Reporting requirements include:

a. Quarterly Project Status Report

The Contractor shall provide quarterly project status reports. These reports shall be due within thirty (30) days of the close of the quarter being reported. As a minimum, the reports shall include:

1. Pounds (or tons) of each type of recyclable material collected and recycled.
2. Pounds (or tons) of Solid Waste collected and disposed.
3. Estimated number or percentage of residents participating in the curbside recycling.
4. Quarters to be reported shall include:
 - 1st Quarter = January, February, March
 - 2nd Quarter = April, May, June
 - 3rd Quarter = July, August, September
 - 4th Quarter = October, November, December

b. Annual Reports

Contractor shall provide year-end annual reports for each year the project is in operation. These reports will be due within forty-five (45) days of the end of the Calendar year. At a minimum, the report shall include the information included in the quarterly status reports.

GENERAL BID SPECIFICATIONS

Section 1

As of November 1, 2020 the subscribers of solid waste services for the Village of Roseville has been estimated to consist of:

Services	Customers
Cart Service	640

The above listed estimates are subject to change at any time. The Contractor will adjust the invoice as only authorized by the Village to reflect the actual service that is being performed in the Village pursuant to the terms and conditions of the bid specifications and contract document.

All fees shall be included in the rate and no additional fees shall be allowed to be charged unless expressly listed in the Contractor's bid submission and approved by Council. Governmental fees or Tax Increases i.e. Solid Waste Management District Fees, Ohio Environmental Agency Fees shall be allowed to be passed through but only upon notice sent to the Village Mayor.

A maximum of up to 5% administrative increase shall be permitted to be added to the Governmental fees if the Contractor elects to pass the fee increase on to the residents. The fees shall be based on Total Annual Tons/HH*\$ amount of Fee/12months. Example: Total tons 1.5/hh/year x \$2.00/ton fee/ 12 months = \$0.25/hh/month. The 5% administrative fee is not included in the example.

Section 2

The contract to be awarded shall cover:

- A. A period of three (3) years. The Village shall also have the right to extend the contract at one-three year intervals for up to the maximum of five (5) years:
- B. This contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on or about April 1, 2021:
- C. A bid price is per month charge, 2 separate charges for residential unit which includes trash collection, and curbside recycling collection. The contractor shall be responsible for the billing and collection of all residents for trash collection and recycling, mobile

carts and supplying and billing for bags for low volume user such as senior citizens. The contractor shall include on governmental fees and if a fuel surcharge is to be applied by the contractor, the bid shall include a schedule for applicable charges. In the event of governmental fee increases beyond the current plan increase, the contractor shall have the right to pass the fees onto the residents upon notification of the Village. The contractor shall notify the contractor of any rate change (except for fuel surcharge) at least sixty (60) days prior to the increase going into effect. Service descriptions shall be as follows:

1. Weekly Service: This means normal residential refuse and does not include any material generated from a storm, Act of God or man-made disaster.
2. Low Volume Senior Weekly Service: The rate for this service is fixed at a minimum of 10% weekly service rate. The Contractor may elect to provide a higher discount rate of 10% in their submission. Seniors must provide confirmation of address and age to the Village and the Village shall provide the contractor with the list of Seniors that have signed up for this service. The age for the senior rates is set at 65 years of age.
3. Curbside Recycling: Each of the above services shall be provided a 35 gallon cart for weekly recycling.
4. No fuel charge or any other fee shall be allowed under this contract unless specifically defined in the Contractor's bid submission. This is to be a major consideration in the Village's determination of awarding the bid.

Section 3

Each bidder must satisfy himself by his own observation as to the quantity of proposed work to be performed and with the proposed requirements and limitation listed. The submission of a bid shall be considered evidence that the bidder has made such observation and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and information contained therein.

Section 4

The Village requires the bidder to present satisfactory evidence that he has been regularly engaged in the business of solid waste removal (including recycling) previous to the bidding of the contract with similar or like municipalities and/or the Village also requires the bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, insurance, machinery, and equipment to conduct the work to be contracted to the satisfaction of the Village of Roseville and to begin promptly when so ordered after the contract is awarded.

Section 5

Billing shall be Contractor's responsibility and shall be done on a quarterly basis unless identified differently in the contractor's bid submission. The contractor shall be aware that the Village has a current bad debt rate of 10%. These numbers are estimates only, and the Village shall not be held responsible for these numbers and it is the SOLE responsibility of the contractor to field verify the accuracy of the house count. Residents are required to use the service.

The Village shall work to implement a plan with the Contractor to place all bad debt on the annual auditor's property tax assessment. The Contractor shall submit with their bid a plan they wish the Village to consider. The Village will consider placing the rates on the water bills.

Section 6

The contractor will list educational resources and opportunities available to the Village of Roseville and to Roseville's residents and community groups. This information will be attached to the bid proposal.

Furthermore, the Contractor will develop a comprehensive literature explaining how the curbside recycling will work and the scheduled pick-up routes, holiday information, a thorough description of the recyclable materials that will be accepted, etc. This brochure will be mailed or delivered by the Contractor to all Village residents annually no later than March of each contract year.

SPECIFICATION SOLID WASTE COLLECTION

Section 1

The term “waste material” shall include all municipal solid waste originating from the use of property situated only within the corporate limits of the Village of Roseville, Ohio as defined by Ohio Revised Code 3734 and more specifically being identified in the following categories:

- A. All solid waste material that size will allow to be placed in a standard 96 gallon cart.
- B. All appliances and furniture including, but not limited to, refrigerators, dishwashers, dryers, sofas, chairs, carpet and mattresses; (provision to remove CFC’s shall be made by the waste generator from all appropriate appliances prior to disposal by the waste hauler). Contractor will accept one (1) bulk item a month per resident. **Construction and demolition debris shall not be accepted.**
- C. Organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking food for human consumption. **This does not include animal carcass’ found along the roadside or killed and processed during hunting season.**
- D. All tires and any additionally banned OHIO EPA materials shall not be accepted under this contract.
- E. Cold ashes placed in a separate container. Hot ashes will not be accepted.

Section 2

Collection of waste material and recyclables shall be provided once each week on announced days, for which containers are placed at the curb, edge of street or right-of-way, or at rear of property where applicable.

Section 3

All containers must be either 96 or 65 gallon carts, metal or plastic, with handles and lids, or sealed plastic bags of substantial construction.

Section 4

Contractor shall collect a number of garbage containers consisting of standard garbage cans and/or plastic bags with a maximum capacity of 40 gallons each and not exceeding 60 pounds in weight per container. All garbage must be drained and wrapped. Separation of trash and garbage shall not be required. The contractor shall be authorized to provide to residents mobile carts containers with wheels (minimum 90 gallons) at a rate determined by the contractor and billed directly to the resident.

Section 5

All wooden and paper boxes broken down and/or tied in small bundles will be accepted. Contractor must remove all materials and contents set out by residents, avoid spilling waste material, and clean up the collection area if the waste is spilled.

Section 6

Collections for residential units shall made on Thursdays each week, no earlier than 7:00 a.m. and no later the 7:00 p.m. The following shall be holidays for purposes of this contract: New Years Day, Thanksgiving Day, Christmas Day, Memorial Day, Independence Day and Labor Day. **There shall be no exceptions to this schedule.** Collections for such Holidays will be made on the following weekday, along with that day's regularly scheduled routes unless otherwise approved by the Village. In the event that the Contractor cannot perform the services agreed upon in this bid specification document or contract document due to inclement weather, it will be the sole responsibility to contact the Village, local media and if possible resident, notifying them that service will be delayed and when service will be resumed.

Section 7

Special carryout services for the handicapped or elderly shall be acknowledged and acted upon by the contractor as directed by the Village.

Section 8

The Village of Roseville facilities will be provided with collection at no cost to the Village. The Contractor is required to work with the Village staff to determine which facilities and the size of container are applicable. Estimated below on monthly basis.

- One (1) at the Street Garage/Fire Department (5 yard)
- One (1) at Water Plant (5 yard)
- One (1) at Wastewater Plant (3 yard)
- One (1) at Rose Hill Cemetery (3 yard)
- One (1) at Roseville Cemetery (2 yard)
- One (1) at Roseville Community Center (5 yard)

- One (1) at Municipal Building Container Weekly (65 Gallon)

The Village reserves the right to add other Village facilities that will require like or similar service. The cost for any additional containers (above and beyond the base number) or facilities shall be negotiated between the contractor and the Village if facilities are added that require service above and beyond the type of service listed above.

SPECIFICATION CURBSIDE RECYCLING

Section 1

Contractor shall collect and remove all of recyclable materials once each week on the regularly scheduled trash collections day from all residences and small businesses.

Section 2

Provide and distribute each residence a 30-40 gallon recycling cart. The cart shall have general instruction embossed on the lid and the contractor shall provide a brochure or letter that explains what recyclables are allowed and how they should be prepared for collections

Section 3

If residents needs an additional cart, the contractor shall provide the cost, if any to lease additional carts for recycling.

Section 4

Recyclable materials to be collected will include at a minimum, but not be limited to, newspapers, aluminum and mi-metal beverage cans, tin food cans, and all plastic #1 and #2 bottles. Bidder will list other items that they will collect and recycle like glass bottles and jars, corrugated cardboard, junk mail, office paper mix, and etc. The list of recyclables items is subject to change due to market outlets.

Section 5

Transport the recovered recyclable materials to a central processing site and retain responsibility for the brokering of these materials to their respective markets. At no time shall recovered materials be disposed of in a landfill or incinerator, unless markets are no longer available and the Village has been notified.

Section 6

Assist the Village in a public awareness campaign to promote the Village’s recycling program. This should include “How to” literature to describe the program and explain how recyclable materials should be prepared. This material is to be mailed out by the contractor on an annual basis during the term of this contract including option years.

**VILLAGE OF ROSEVILLE
WASTE COLLECTION AND DISPOSAL SERVICES
BID PROPOSAL**

NOTE: All bid prices shall include any and all applicable Federal, State, Solid Waste Management District and other related fees in the bid price.

Service 1 90 – 100 Gallon Cart Rental

Standard weekly service with 96 gallon trash cart and 35 gallon recycle cart

Contractor Bills Customers

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Village Bills Customers

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Service 2 Senior Service with Recycling

Standard weekly service with 96 gallon trash cart and 35 gallon recycle cart

Contractor Bills Customers

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Village Bills Customers

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Service 3 Optional Small Business

Standard weekly service with 96 gallon trash cart and 35 gallon recycle cart

Contractor Bills Customers

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Village Bills Customers

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Standard monthly service with 2-yard dumpsters

Contractor Bills Customers 2 Yard Dumpster

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Village Bills Customers 2 Yard Dumpster

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Service 4 Optional Large Business

Standard monthly service with 3-yard Dumpsters

Contractor Bills Customers 3 Yard Dumpster

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Village Bills Customers 3 Yard Dumpster

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Contractor Bills Customers 5 Yard Dumpster

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Village Bills Customers 5 Yard Dumpster

Year 1	_____
Year 2	_____-_____-
Year 3	_____

Both parties shall exercise pricing for the option years upon mutual negotiations and agreement.

*Residents may elect to utilize smaller additional cart 35-gallon if they feel the 96-gallon is too large. Example (1 – 35 & 1-96 gallon or 2 – 35 gallons for \$_____)

Signature

Date

Print Name

Name of Company

Phone Number

BID GUARANTY AND CONTRACT BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal (Name and Address) and

_____ (Name of Surety) as Surety, are hereby held and firmly bound unto VILLAGE OF ROSEVILLE, OHIO hereinafter call the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the Project known as :

SOLID WASTE HAULING AND DISPOSAL SERVICES

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above on the Obligee, which are accepted by the annual bid or _____ dollars (\$_____) based on the specification requirements. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referenced Project.

NOW< THEREFORE, if the OBLIGEE accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the plans, specifications, and contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the Project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connections with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within twenty (20) calendar days after the awarding of the contract, enters into a proper contract in accordance with the plans, specifications, and contract documents which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Village of Roseville against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the

Plans, specifications, and contract documents therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2019

PRINCIPAL:

By: _____

Title _____

Witness: _____

SURETY: SURETY COMPANY ADDRESS

BY: _____

Attorney-in-fact

City

State

Zip

WITNESS: _____

SURETY AGENT'S ADDRESS:

Agency Name(s)

Street

City State Zip

NON-COLLUSION AFFIDAVIT

State of Ohio

County of _____

BID Identification: Collection, Transportation and Delivery for Processing of Residential Recycling and Collection and Disposal of Solid Waste Generated at Village Facilities

CONTRACTOR

Name

Being first duly sworn, deposes and says that he is _____,
Sole Owner, Partner, President, etc.

Of _____

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, r 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 any one 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 any one 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 BIP 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: _____

Notary Public:

Subscribed and sworn to before me, this _____ day of _____, 2019

Notary Seal

Notary Public Signature

**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 _____ County, Ohio, at the time of submitting the bid for the residential Recycling Services and Village Facility Solid Waste Collection and Disposal.

OR

2. CHARGED with delinquent personal property taxes on the general tax list of personal property of _____ County, Ohio, at the time of submitting the bid for the Recycling Services and Village Facility Solid Waste Collection and Disposal 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 _____, 2019.

Notary Seal

Notary commission
My Commission Expires: _____