

REQUEST FOR BID

Sealed bids will be received by the Village of Jefferson, Ohio at the office of the Village Administrator, 27 East Jefferson Street until 11:15 a.m., Thursday April 14, 2022. Sealed envelopes must contain the Bid Form and Bid Performance Bond and bear the label "2022 Refuse Contract". Bids will be publicly opened and tabulated at 11:15 A.M. on Thursday April 14, 2022, and available for viewing.

Specifications and the bid form are included with this request for bid.

Make sure you understand the specifications and seek clarification from the Village Administrator if there is need. The bid performance bond of the successful bidder will be held until the contract is signed and all other required documents are on file with the Village Clerk.

Council reserves the right to keep any and all bids under consideration for thirty days. Council also reserves the right to reject any and all bids and to waive any and all informalities or irregularities in the bids received and to accept the bid which it deems most favorable to the Village of Jefferson.

By order of the Council of Jefferson Village, Ohio.



Pasquale Martuccio

3/23/2022

Jefferson Village Administrator
(440) 576 - 3946

2022 REFUSE COLLECTION SPECIFICATIONS

“EXHIBIT A”

FOR FURNISHING AN EXCLUSIVE HOUSEHOLD GARBAGE, REFUSE AND RECYCLABLE SOLID WASTE COLLECTION AND DISPOSAL SERVICE FOR THE VILLAGE OF JEFFERSON, OHIO

1. Bids are for the collection and removal of all acceptable **household garbage, refuse and recyclable solid waste** from all single family, 2- and 3-unit multifamily, residential dwelling units occupying a lot within the Village and other certain municipal locations.
2. The Contractor shall be granted an exclusive **five-year contract/permit** commencing on July 1st, 2022, to pick up all residential refuse within the Village. **Two additional one-year extension** options will be considered if terms are agreeable to both parties.
3. The residential customer base should be between 800 and 1000 residences. (884 residents at present).
4. The Contractor shall be required to submit a monthly report to the Administrator indicating total tonnage of refuse collected and disposed at the Geneva landfill AND total tonnage of recyclable material disposed of.
5. The Contractor will also pick up refuse and recyclable solid waste for the Village of Jefferson business district, parks, and governmental locations as follows:
 - Fourteen 2 X 2 receptacles in the business district.
 - 3-cy bin at the Community Center
 - 5-cy bin at the Streets Department
 - 2-cy bin at the WWTP
 - 2-cy bin at the Safety Center
 - 2-cy bin at the Fire Hall
 - 2-cy bin at Giddings Park summer only (May 1st – October 31st)
6. The contract shall be bid on the **BID FORM (Exhibit B)** showing the cost of service.
Note: The Village of Jefferson will bill the customer and the Contractor will bill the Village.
7. The Contractor shall provide a bag program for weekly pick up of garbage and refuse with bi-weekly pick up of recyclable solid waste quoted at: **price per bag** (For Seniors or those not needing weekly collection.)
8. Garbage/Refuse Collection shall be weekly on any one or two days limited to Monday, Tuesday, Wednesday, or Thursday between the hours of 10:00 p.m. and 7:00 a.m. on the scheduled dates. The Village Administrator shall designate collection days. All collections are to be made from the curb lane with no zigzagging or two siding.
9. Bi-weekly recyclable solid waste pick up will be on the same night as refuse pickup but on an every other week basis.

10. Contractor agrees to collect weekly 1 (One) Contractor supplied cart (96 Gallon) with wheels for the bid price from each household. Collections greater than this amount may constitute additional billing to the customer at the same prorated contracted rate. Contractor is to provide a separate bid price for additional 96 Gallon carts.

OR

11. The Contractor shall offer a 64 Gallon option cart container with wheels at same price.

12. The Contractor will provide a separate and easily identifiable recycling container (minimum of 96 Gallons with wheels) for the bi-weekly recyclables pick up.

13. Yearly Village Spring Cleaning.

- a) Bids submitted on a per load plus tonnage basis. The past three years have averaged 10 loads and 60 tons
- b) Pick-up will be conducted on a Saturday in May that is agreed upon by the Village and Contractor from 5:00 am until finished.
- c) Pick-up to include curbside pick-up for Jefferson Village residents.
- d) Bulky Waste is defined as any Solid Waste material that is either, by weight or by volume, too large to be contained in the Contractor issued 96-Gallon Wheeled Cart. Items may include but are not limited to stoves, refrigerators, water tanks, washing machines, furniture, mattresses and other household items and appliances.
- e) Mattress and cloth furniture to be wrapped in plastic. Glass windows and doors covered and taped, no items over 100 lbs.
- f) Hauling of appliances, refrigerators, freezers will be allowed when Freon is removed, and item is tagged by licensed contractor. Doors do need to be removed.
- g) No loose items all must be boxed, bagged, or bundled
- h) All items must be at the curb by 5:00AM
- i) Unacceptable items: Solid waste, recyclables, tires, batteries, yard waste, hazardous materials, leaves, brush, liquid paint, dead animals, propane tanks, gas tanks & regular household garbage, any item prohibited by law or landfill compliance.

14. The Contractor shall use only a regular enclosed hydraulically activated garbage truck (packers) for the collection of garbage, rubbish, and recyclable solid waste. Failure to use and to continue to use said equipment during the term of the contract shall be deemed sufficient reason for termination of the contract by the Village. All equipment shall be maintained sufficiently to do said work. Should the Village Administrator find that said equipment is not satisfactory, the Village then shall have the right to terminate the contract agreement with 10 days notice.

15. The collection and disposal of refuse shall be accomplished in such a manner so that no nuisance shall be created thereby. **AT ANY TIME REFUSE IS NOT COLLECTED BY THE CONTRACTOR ON REGULAR DAYS OF REFUSE COLLECTION AS SCHEDULED, THE CONTRACTOR SHALL NOTIFY THE ADMINISTRATOR AS TO THE REASON AND ANTICIPATED LENGTH OF DELAY. AT ANY TIME THE CONTRACTOR FALLS BEHIND THE REGULAR COLLECTION SCHEDULE FOR A PERIOD OF ONE (1) DAY, THE VILLAGE SHALL, AT ITS DISCRETION, CAUSE REFUSE TO BE COLLECTED BY ANY MEANS THAT IS AVAILABLE. FULL COST OF SUCH COLLECTION SHALL BE AT THE EXPENSE OF THE CONTRACTOR.**

16. The Contractor shall, upon request from the Village Administrator, immediately adjust any and all complaints. In the event of a difference of opinion as to the validity of any complaint, the ruling of the Village Administrator shall be binding upon all parties.
17. The Foreman or other responsible parties for the Contractor shall stop by the office of the Village Administrator to report on the disposition of all complaints referred to him by the Village.
18. The Contractor shall be available to receive phone calls between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, **(an answering service is deemed insufficient to comply with this provision.)**
19. In the performance of the collection and disposal of garbage, refuse, and recyclable solid waste material, the Contractor shall provide persons to operate such enclosed garbage truck in a safe manner consistent with D.O.T. random drug testing rules and industry standards and regulations pertaining to safe operation and driving hour compliance.
20. The Contractor shall provide a certificate of compliance for a Drug Free Workplace with the final contract papers.
21. Each employee of the Contractor, while engaged in the collection of refuse in the Village, shall wear company identification that displays the name of the Contractor, a high visibility reflective vest, and shall have affixed thereto a badge or emblem that adequately identifies the employee.
22. Trucks used in the collection of refuse shall be painted a common color and shall further display the name of the Contractor.
23. Every truck used in the collection of refuse shall have appropriate front and back warning lights. The lights should be similar to the type of lights found on road construction equipment. All lights shall be in operating condition at all times. Every truck shall comply with all applicable laws, rules and regulations governing its use, operation and safety. All trucks should have backup safety cameras.
24. The garbage, refuse, and recyclable solid waste material collected herein shall be delivered to and placed in a disposal area selected by the Contractor and which is approved as a disposal and/or Material Recovery Facility (MRF) by the Environmental Protection Agency of the State of Ohio, or the Ohio Department of Health. **A copy of a current letter or license for the site must accompany each bid.** The Contractor shall fully comply with all applicable laws, rules and regulations relating to the collection and disposal of garbage, refuse and recycling material.
25. It is expressly understood that the diligent execution of the terms of this contract is extremely important to the preservation of the public health, safety and community cleanliness standards. Upon default of the Contractor, the Village reserves the right to immediately employ the necessary personnel and equipment to remove the said material and to charge the cost incurred thereof to the Contractor, holding the contract, and its surety, fully liable and responsible for said costs.

26. It is expressly agreed that in the case of default, in addition to the actual cost of the collection and disposal of all material, that the Village shall charge the Contractor and its surety one thousand dollars (\$1,000.00) per day for each default. Said charge shall not be considered a penalty but shall be to defray the cost of the supervision of the work made necessary by the default of the Contractor.
27. Should any default be made in any of the agreements herein on the part of the Contractor the Village reserves the right to rescind this contract and terminate the same by giving ten (10) days notice in writing to the Contractor of the intention of the Village to do so, which notice shall state the cause of said default. Upon termination of said contract, all rights of the Contractor in said contract shall cease and terminate, and the Village shall have the right to hold the Contractor and its surety liable for any and all damages that the Village may suffer as a result of the Contractor's default.
28. This termination provision is made on account of the vital interest of the Village in the public health and welfare of the inhabitants which necessitates that this contract be carried out strictly according to the letter and spirit of the terms herein set forth. To have a Contractor violate this contract with the Village would threaten the public health, welfare, safety and property values of the residents of the Village of Jefferson, Ohio.
29. The Contractor shall indemnify, save absolutely harmless, and exempt the Village, its offices, agents, servants and employees from and against any and all suits, action, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees incident to any work done in the performance of this contract including but not limited to any willful or negligent act or omission of the Contractor, its officers, agents, servants and employees.
30. The Contractor shall at all times during the term of the contract maintain in full force and effect Employer's Liability, Public Liability and Property Damage Insurance, including contractual liability coverage. 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 to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation.

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy effecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."
31. In the event of cancellation or material change, the Contractor shall re-secure the renewal forthwith or substitute another policy equal to the requirements set forth below, before the original policy lapses. Failure to do so will result in contract cancellation by the Village.
32. For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Employer's Liability	\$1,000,000
Other then Auto Bodily Injury and Property Damage Liability Combined Single Limit	\$1,000,000 per occurrence/\$2,000,000 General Aggregate
Motor Vehicle Bodily Injury and Property Damage Liability Combined Single Limit	\$1,000,000 per occurrence
Umbrella Liability General Liability and Auto Liability coverage	\$1,000,000 Each Occurrence

33. The Contractor shall, at all times during the contract, maintain in full force and affect Worker's Compensation insurance coverage as required by the Industrial Commission and Bureau of Worker's Compensation, State of Ohio. Before commencement of work hereunder, the Contractor agrees to furnish the Village a copy of a current certificate of Premium Payment issued by the State of Ohio, and to regularly update this certificate during the term of the contract.
34. Each **BID FORM (exhibit B)** must be accompanied by a **bid performance bond equal to 10% of the contract** (currently \$100,000 contract or \$10,000 bid performance bond) payable to Village of Jefferson to assure the accepted bid results in a contract. In the event the selected Contractor fails to honor its bid and/or fails to enter into a contract for service, the bid performance bond shall be forfeited to the Village of Jefferson.
35. The successful bidder will post a 100% performance bond or other financial instrument in favor of the Village of Jefferson to cover the full value of the yearly contract. The bond will be in full force during the life of this contract and can be adjusted yearly to cover the changing customer base if needed.
36. The Contractor shall not assign, underlet, or sublet this contract or any part thereof, without the prior written consent of the Village of Jefferson, and in the event that such consent of the Village of Jefferson is obtained, the Contractor and its surety shall continue to be liable for the faithful performance of this contract for the remainder of the term. **A subcontractor must be identified at the time of the bid and must meet all the same requirements as the prime Contractor.**
37. It is the express purpose of the Village not to have any of the current standards diminished as a result of the Village contracting this service. The present collection practices generally observed at this time can be expected to be the same as those to be observed throughout the term. Spills, either during the collection or during the haul, are detrimental to the public health and, therefore will not be permitted. Contractor shall be responsible for all costs associated with the cleanup of any spills

that occur during its performance of the Contractor's obligations under the contract.

CONTRACTORS MUST COMPLY WITH ALL VILLAGE ORDINANCES, STATE LAWS, RULES AND REGULATIONS, GOVERNING GARBAGE HAULING, COLLECTION AND DISPOSAL, NOW IN EFFECT OR MANDATED IN THE FUTURE.

RATE CHANGES AFTER INITIAL CONTRACT SIGNING

In the event that the State of Ohio or other governmental unit including the Solid Waste District: 1) imposes any tax or surcharge on the disposing or processing of solid wastes, which tax or surcharge the disposal or processing of solid wastes, leads to an increase in the cost of providing the services set forth in the contract, or 2) imposes additional environmental requirements on solid waste landfill operations, which requirements directly impact the Contractor's cost of providing services under this contract, the Village of Jefferson hereby covenants to allow the Contractor to pass on these additional costs to its residents to the extent of such tax, surcharge, or additional costs. Any reduction in the same surcharge or taxes will be appropriately passed back to the village residents.

A notice of any increase or decrease in rates must be received by the Village Administrator thirty (30) days prior to the effective date of such rate change. Notification shall be in written form and include the detailed calculation of the rate change with copies of any relevant documents to support details of the calculation.

Fees in place at the start of the contract in 2022 must be entered on the **BID FORM (Exhibit B)**:

- OEPA Fee _____ Surcharge _____
- Solid Waste district Fee _____ Surcharge _____
- Host Community Fees Fee _____ Surcharge _____
- Other Government Mandated Fees Fee _____ Surcharge _____

In order to maintain stable pricing, this contract does not allow pricing changes due to fuel surcharges or other Contractor imposed fees or surcharges.

BID FORM (Exhibit B)

2022 Refuse with recycling BID FORM

Company Name _____

VILLAGE DOES BI-MONTHLY CUSTOMER BILLING		Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost	Monthly Cost
CONTRACTOR BILLS THE VILLAGE		First Year	Second Year	Third Year	Fourth Year	Fifth Year	Optional Sixth	Optional Seventh	Optional Eighth	Optional Ninth

1	Weekly pick up for residential garbage & refuse with a 96 Gal. vendor supplied cart And Bi-Weekly pick up of solid waste recyclables in a 96 Gal. vendor supplied cart									
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2	Rates for overages 95 Gallon Recycle Only cart Extra 95 Gallon garbage & refuse cart Bags Bulk Items	Price per cart								
		Price per cart								
		Price per bag								
		Price per item								

3	Bag Program/including Bi-Weekly pick up of solid waste recyclables in a vendor supplied cart. Seniors and those not needing weekly service	Price per bag								
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4	Annual Spring Cleanup - May every year Dates to be agreed upon.	Price per truck								
		Price per Ton								

5	Weekly pick up for business district, parks, and village facilities per "Schedule A" and including recyclables at each building	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
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INCLUDE THIS COST WITH THE HOUSEHOLD PICK UP RATES

Fees in place at the start of the contract in 2022: BID FORM (Exhibit B)

- OEPA
- Solid Waste district
- Host Community Fees
- Other Government Mandated Fees

Fee	Surcharge
Fee	Surcharge
Fee	Surcharge
Fee	Surcharge