

ATTACHMENT #1

Notice to Bidders

South Bloomfield, Ashville, and Harrison Township will be accepting sealed bids for Solid Waste and Recyclable Collection services. For the Village of South Bloomfield all bids will be delivered to the office at 5023 South Union Street, for the Village of Ashville and Harrison Township all bids will be delivered to the office at 200 East Station Street, until 12:00, noon on September 25, 2009. At said offices, they will be publicly opened and read aloud at 12:01.

This Contract is for the collection and disposal of waste and recyclables from approximately 1290 residential households and 221 nonresidential within Ashville, approximately 696 residential households and 35 nonresidential within South Bloomfield, and approximately 392 residential households and 32 nonresidential within Harrison Township, in accordance with the rules and regulations of the Board of Health of the State of Ohio, the Board of Health of Pickaway County and in accordance with the contract and bid specifications. This contract shall cover a period of (a) three (3) years, effective January 1, 2010, and two (2) additional and individual option years must be quoted: or (b) five (5) years.

Proposals must be typewritten or clearly printed in ink on the bid form prepared by the Villages/Township and signed by a duly authorized representative of the firm submitting the bid. All corrections or erasures shall be initialed by the person signing the bid.

Bids must be submitted in a sealed envelope (by mail or person) clearly marked on the outside "Proposal for Waste Collection".

Proposals must be accompanied by a bid bond, certified check, cashier's check, or an irrevocable letter of credit drawn on a solvent bank payable to South Bloomfield to Ashville, and Harrison Township, individually, in an amount not less than ten percent (10%) of the total amount of the bid for the first year of the contract. A Performance Bond in an amount not less than one hundred percent (100%) of the total amount of the bid for the first year of the contract, renewable annually, will be required as a guarantee that the services will be provided and/or materials or equipment will be supplied as specified if the bid is accepted. All bid bonds or checks will be returned following the award.

The Villages/Township reserves the right to reject any and all bids and to waive informalities and irregularities in any bid. If a contract is awarded, it will be awarded to the bidder that is responsive and responsible pursuant to Ohio Revised Code Section 9.312.

Anti-Collusion Statement: By signing this bid, the bidder agrees that this bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

Bidders must maintain the prices set forth in its bid document for a minimum of sixty days following the date that bids are publicly opened and read.

Direct any question to Village Administrator of Ashville, telephone number 740/983-6367, fax 740/983-4703, to the Clerk/Treasurer of South Bloomfield, telephone number 740/983-2541, fax 740/983-5431, or to the Trustee of Harrison Township, telephone number 614/898-5616, fax 740/983-6486.

GENERAL CONDITIONS – INFORMATION AND INSTRUCTIONS TO BIDDERS

SECTION 1

The objective and overall intent of this contract is to offer the following to the residents, of South Bloomfield, Ashville, and Harrison Township:

- Quality curbside recycling and waste service;
- Timely, clean and efficient pick-up;
- Competitive prices;
- Compliance with local, state, and Federal laws;
- Accountable and reliable services.

The following section covers general conditions, information, and instructions to the bidder.

The contract to be awarded shall cover and/or include the following items:

- A. A period of three years for South Bloomfield, Ashville, and Harrison Township, unless sooner terminated by stated parties upon 30 days written notice of termination to the other party only for cause, and only when a reasonable period to cure has been exhausted.
- B. Alternative One, A bid price per unit for trash collection and curbside recycling collection with the contractor agreeing to add all new or additional units at the same bid price per unit, Attachment 2 and 4.
- C. Alternative Two A bid price per unit for trash collection with the contractor agreeing to add all new or additional units at the same bid price per unit, Attachment 3 and 5.
- D. Bid prices shall reflect all applicable Federal, State, Local, and Host Community fees.

SECTION 2

Any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of the bid proposal:

- Evidence of collusion
- Lack of competency as revealed by financial statements or experience
- Lack of responsibility as shown by past work, reference or recent compliance history
- Default on any previous contract or failure to perform
- Non-responsive or incomplete bid.

SECTION 3

Three (3) bid bonds, certified checks, cashier's checks, or an irrevocable letter of credit drawn on a solvent bank payable separately to South Bloomfield, Ashville, and Harrison Township, prorated between the three government entities, in an amount not less than ten percent (10%) of the total amount of the bid for the first year of the contract. A Performance Bond in an amount not less than one hundred percent (100%) of the total amount of the bid for the first year of the contract, renewable annually, will be required as a guarantee that the services will be provided and/or materials or equipment will be supplied as specified if the bid is accepted.

SECTION 4

The contractor agrees to comply with all Federal and State statutes relating to liability and pollution insurance, workers compensation, working hours, minimum wage, and provisions against discrimination throughout the life of the contract. Modification of contract may be made according to law.

SECTION 5 – Contractor’s Insurance

The Contractor, upon award of the contract, shall furnish to the Villages/Township certificates from the contractor’s insurance companies, including the Ohio Industrial Commission, acceptable to the Villages/Township, proof that insurance has been issued to the contractor, providing insurance as listed below. Such certificates shall state that the insurance companies will give the contractor no less than thirty (30) days written notice prior to any cancellation or material change in such policies, which the contractor shall notify the Villages/Township thirty (30) days prior to the same.

- A. The contractor shall furnish an unaltered copy of the official certificate of the Ohio Industrial Commission indicating that the premiums required under the Ohio Worker’s Compensation Act have been paid. A copy shall be furnished to the Villages/Township at each renewal. If the contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall annually furnish proof of such status to the Villages/Township.
- B. The contractor shall furnish a copy of comprehensive general liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence.
- C. The contractor shall furnish a copy covering umbrella excess liability insurance for no less than \$2,000,000 per occurrence for bodily injury and property damage.
- D. The contractor shall furnish proof of a vehicle liability policy covering against bodily injury liability and property damage liability for no less than a combined single limit of \$1,000,000 per occurrence covering the exposures of owned vehicles, non-owned vehicles, and hired vehicles with the Villages/Township listed as an additional insured.
- E. The contractor shall name the Villages/Township as an additional insured on their general liability and umbrella policy and a \$5,000,000 environmental policy and shall provide a certificate of insurance to that effect prior to the start of services for the Villages/Township.

SECTION 6

For the Villages:

Contractor shall submit a monthly bill to the Village's Fiscal Officer for compensation for the Residential and Non-residential services provided herein, which shall not include any interest charge or late payment fee. The Villages shall pay monthly to the contractor for the performance of this contract the amount set out and provided for in the Bid.

For the Township:

Contractor shall submit a monthly bill to the Township Residential or Non-residential location for compensation for the services provided herein, which shall not include any interest charge or late payment fee upon the initial month of service and as long as payment is not past due. The location in the Township in which services are provided shall pay monthly to the contractor for the performance of this contract the amount set out and provided for in the Bid.

SECTION 7

The Villages/Township reserve the right to terminate the contract, if contractor fails to perform the duties contained in these specifications. A termination for convenience under the condition of a covenant of good faith and fair dealing can occur if the parties agree to termination or termination result in no harm or harm is compensated. The Villages/Township notify the contractor in writing of the violations with any one provision of the contract with which the contractor is alleged in such notice to have failed to comply with and to which the contractor's attention is specifically directed by such notice, the Villages/Township will have the right to (a) order the contractor to cease operations under the contract, and (b) procure substitute waste collection, removal and disposal waste collection, and (c) order the contractor to continue service until a new contractor has been bid and contracted. If the Village/Township selects (a) or (b), in such event the contractor will promptly reimburse the Village/Township in full for the cost of such substitute services and of such advertisement. The obligation will, however, be without prejudice to the right of the Village/Township to sue for such other damages as may be sustained by reason of the Contractor's noncompliance with the contract. The performance security may also be forfeited in favor of the Village/Township. A reasonable period to cure has been exhausted.

SECTION 8 – Evaluation

The Villages/Township will consider all components of a bidder's program and operation, in addition to pricing information, when evaluating bids, Attachment 8.

GENERAL SPECIFICATIONS AND INFORMATION

SECTION 1

Bids are requested for the curbside residential collection of trash and/or curbside recycling collection for Village/Township's households. Bids are requested for the collection of commercial and apartment trash and/or recycling collection. The Bids will include recycling and waste or waste only, Attachment 2 & 3 for Ashville and South Bloomfield. Harrison Township will be Attachment 4 & 5. At the commencement of this bid, the number of households is estimated to be 696 in South Bloomfield 1290 in Ashville, and 392 in Harrison Township. The Villages will use this as the basis the contractor shall be paid a unit price, Attachments 2 & 4 or 3 & 5. In the Township the contractor will bill based upon the agreed upon rate, Attachments 2 & 4 or 3 & 5 times the number of Pulls(Lifts) per month as arranged with the Township entity. Residential Village collection of all materials shall be completed one time per week during the week day on routes approved by the Villages. Nonresidential collection of all materials shall be based upon an agreement with the contractor and the nonresidential entity. At the commencement of this bid, the number of nonresidential units is estimated to be 35 in South Bloomfield, 221 in Ashville, and 32 in Harrison Township what is currently under contract with the current contractor in Ashville and South Bloomfield, on which basis the contractor shall be paid the unit price, Attachments 2 & 4 or 3 & 5, by the Villages. Residential and nonresidential Township collection of all materials shall be completed based upon the number of Pulls(Lifts) per month on routes approved by the Township. The Contractor will bill that residential and non-residential entity and that entity will be responsible for payment.

SECTION 2

All waste materials collected by the contractor shall be legally disposed at state licensed municipal solid waste landfills. The contractor shall specify landfill locations and proof of applicable federal and state licensing for all facilities projected to be utilized during the contract period.

SECTION 3

All materials collected through the curbside recycling program shall be marketed to a materials user for reprocessing and at no time shall recyclables be incinerated or disposed in a landfill without the prior written consent of the Villages/Township.

SECTION 4

No improper, abusive language or unacceptable, improper conduct shall at anytime be exhibited to the public by the contractor's employees. Such offender shall be immediately removed from the Villages'/Township's route by the contractor upon request by the Villages/Township.

SECTION 5

Contractor shall indemnify and hold harmless South Bloomfield, Ashville, and Harrison Township and any of its officers and agents against and from all actions or claims brought against the Villages/Township from actions based upon, connected with, or related to the operations, equipment, and/or conduct of the contractor and/or their employees.

SECTION 6

All labor and equipment necessary to carry out the provisions of these specifications will be furnished by the contractor. Equipment necessary to do the work will mean closed packer trucks of sufficient size to handle the work in satisfactory manner. Commercial containers now in use have been purchased by the owners of apartments. If the contractor desires to use a different type of container, the contractor is permitted to negotiate with the apartment owners or commercial location to change the type of container. Attachments 2, 3, 4, and 5 indicate an option to have wastewheers provided by the contractor for all residents or wastewheelers to be optional upon arrangement by the resident. Contractor shall be held liable for any damage, injury (including death) or destruction based upon, connected with, or related to contractor's personnel or equipment while performing services for the \$(ATTACHMENT 2, 3, 4, & 5) PER PULL (LIFT) Villages/Township (See General Conditions, Section 5–Contractor's Insurance).

SECTION 7

The Villages/Townships shall not be held responsible for any problems or liability associated with the transportation and disposal of waste collected in the Villages/Townships. The disposal site used by the contractor shall be and continue to be a licensed facility for the life of the contract.

SECTION 8

All vehicles used in the performance of this contract shall be kept in good mechanical repair, appearance, and in sanitary conditions at all times.

SECTION 9

The contractor shall have due regard for traffic safety and for the safety of persons and property on and off the roads.

SECTION 10

Contractor shall handle receptacles without abuse and return them to the location in which they were set. Receptacles shall not be left on the traveled portion of any road, nor in a driveway, nor in any position that may create a hazard.

SECTION 11

The Villages' representative shall be given the name and phone number of a single appropriate person within the contractor's employment with whom complaints can be aired at the time the contractor receives the complaint. It is the objective to have remedy within twenty-four (24) hours of complaint.

SECTION 12

Contractor shall appoint, and name, to the Villages, a project manager who will serve as the Villages' direct point of contact for operational issues related to this program.

SECTION 13

Each bidder shall identify at least two (2) references, including contact persons. In addition, each bidder shall complete the experience statement form included with the bid packet.

SECTION 14

Contractor shall submit information ensuring it is licensed and in good standing to conduct business in the State of Ohio.

SECTION 15

With the submittal of this bid, bidders will provide information on any outstanding Notices of Violation at any facility relating to this bid. Upon request, bidders will make available information regarding any Notice of Violation received over the past three years on any facility relating to this bid.

SECTION 16

Contractor shall notify the Villages/Townships, in writing, upon the occurrence of any of the following:

- Notice of Violation at the solid waste disposal facility chosen to comply with this contract.
- Notice of Violation at material recovery facility chosen to comply with this contract.
- Labor contract or strikes that will potentially affect this contract.

SECTION 17

Subject to the approval of the Villages/Townships, contractor may impose reasonable regulation on receptacles to be used by the premises served, treatment of especially large items, or of particular kinds or abnormally large amounts of waste, placement of waste for collection, security from animals, special collections, and other matters as necessary to promote efficiency, safety, and sanitation.

SECTION 18

All parts of these specifications are intended to be explanatory of each other but in case of misunderstanding or doubt, the interpretation of the Villages/Townships will be final.

SPECIFICATIONS FOR WASTE AND RECYCLING COLLECTION

SECTION 1

Collection has been estimated to consist of 696 residential and 35 nonresidential South Bloomfield, 1290 residential and 221 nonresidential Ashville units, and 392 residential and 32 nonresidential Harrison Township. The contractor is required to collect waste and recycling from all households, apartment, and commercial units. A list of units is detailed in the attached list.

SECTION 2

In addition to residential, the contractor will remove non-residential trash, waste, and recycle material from all apartments and commercial locations within the area aforementioned,

- A. This will Include those using regular can service, wastewheeler, and those provided dumpsters.
- B. Dumpster service to be provided as presently practiced or contracted.
- C. Dumpster service will be readily available to any new user.
- D. It is understood that certain items within the defined term "refuse" are also recyclable. Businesses will be encouraged to recycle but these items are to be separated if placed with other solid waste.

SECTION 3

In addition to other pickups of waste material specified herein, the Contractor will make weekly pickups:

- A. For Ashville at the municipal building (2 X 96 Gallon waste wheelers), water plant (1 X 96 Gallon waste wheelers), sewage plant, (2 X 4 Yard Dumpsters), service building (2 X 96 Gallon waste wheelers), park area (2 X 6 Yard Dumpsters), police (2 X 96 Gallon waste wheelers), and fire station (3 X 96 Gallon waste wheelers) as scheduled. The Contractor will receive no additional compensation for this service.
- B. For South Bloomfield at the municipal building (2 X 96 Gallon waste wheelers), sewage plant, (2 X 4 Yard Dumpsters), and park area (1 X 8 Yard Dumpsters).
- C. For Harrison Township at the Harrison Township Cemetery (1 X 6 Yard Dumpsters) and fire station in the Village of Ashville (3 X 96 Gallon waste wheelers).

as scheduled. The Contractor will receive no additional compensation for this service.

SECTION 4

As used in these specifications the term "Solid Waste Material" shall include all solid waste originating from the use of property situated only within the boundaries of South Bloomfield, Ashville, and Harrison Township. Contractor shall not collect, transport, or dispose of any waste defined as hazardous or infectious by applicable Ohio or Federal laws or regulations.

- A. Garbage – which means all refuse of animal, fish, fowl, and vegetable matter used for food for man or intended to be so used.
- B. Refuse – which means all bottles, cans, newspapers, magazines, and also any other articles capable of being enclosed in containers or bundled to the size permitted by these specification. It is understood that certain items within the defined term “refuse” are also recyclable. Citizens will be encouraged to recycle but these items are to be separated if placed with other solid waste.
- C. Trash – means broken discarded or worthless items provided they meet the size specification permitted by these specifications.
- D. Yard waste – brush, small limbs (not large), leaves, grass clippings, trimming and small amounts of soil and root material.
 - a. Leaves and grass must be bagged
 - b. Brush and limbs must be tied in bundles five (5) feet in length.
- E. Wooden Boxes and paper boxes either whole or broken down and tied in small bundles. (recycling is encouraged)
- F. Cold ashes placed in a separate container
- G. Large items such as washing machines, sofas, overstuffed furniture, etc., will be picked up on the regular garbage collection day if they are disassemble so that one person can load item into the truck. The collector must remove all materials and contents set out by residents and avoid spilling waste material and clean up the collection area if the waste is spilled.
- H. Christmas trees will be placed at the point of collection and will be picked up on the regular collection day.
- I. Excluded from the above items for pick-up would be larger amounts of dirt, rock, concrete, construction material, household furniture, and appliances, see G

As used in these specifications, the term “Solid Waste Materials” SHALL NOT include the following:

- A. Recyclables – newspapers, plastic types, glass, aluminum cans, steel/tin can, etc. which are properly separated from solid waste materials.
- B. Tires
- C. Batteries
- D. Any other items which now or in the future may be excluded from landfills by Federal, State or Local regulations.

SECTION 5

All Solid Waste Material containers must have a cover and have maximum capacity of 35 gallons and shall not exceed 60 pounds in weight per container when full. Suitable type plastic bags may be used. The contractor shall exercise care in handling of containers. By sale or rental, the contractor may supply larger size bins which are acceptable containers. Oil drums, barrels, and other such large containers will not be acceptable as refuse containers. These containers will be removed as solid waste and not returned.

There will be no limit on quantities. The contractor shall have the right to determine if an occupant regularly has too great a volume to qualify as a single user. On an occasional basis more items shall be removed by the contractor. This user shall then be required to provide a separate source for collection.

SECTION 6

Recyclables collected shall include, at a minimum: aluminum, bi-meta, and steel cans; aerosol cans; glass bottles and jars; #1 and #2 plastic bottles and jugs; newspaper, paper, magazines, phone books, brown grocery bags, cardboard. Bidder can submit a list of additional recyclable items that may be collected on the attached bid form.

SECTION 7

Contractor shall agree and adhere to a starting time of no earlier than 6:00 a.m. and a finish time of no later than 7:00 p.m. for the collection of waste and recycling. All items for collection must be placed at the point of collection no later than 6:00 a.m. on the day of collection. There will be no return calls for cans that are not at the point of collection by 6:00 a.m. If a customer's trash is missed and all items for collection were placed at the point of collection no later than 6:00 a.m. on the day of collection, Contractor shall pick up the customer's trash the day immediately following the day collection was missed. Failure of the Contractor to pick up customer's trash shall result in a deduction from the monthly payment for service proportionate to the missed pick ups. This schedule is subject to change in Harrison Township upon the Township's approval.

SECTION 8

Residential and nonresidential households of the Village of Ashville, South Bloomfield, and Harrison Township will be charged with the responsibility that all garbage will be drained and placed in proper metal or plastic water tight containers with tight lids or wired ends.

SECTION 9

Collection will be made on all holidays except New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day. Collection for these days will be made the following work day. If a contractor wishes to make exception to this, the exception shall be noted on the bid form.

SECTION 10

The contractor will not subcontract the contract or any interest therein except with the prior consent of the Village of Ashville, Village of South Bloomfield Council, and Harrison Township Trustee.

SECTION 11

Contractor shall use a tag system to notify residents and businesses of any problems with items set out for collection (i.e., item or can too heavy, hazardous waste, etc.).

SECTION 12

Contractor is responsible for immediately cleaning and remediating any strewn litter or garbage, pools of leachate, or other contaminants caused as a direct result of contractor's operations.

SECTION 13

Waste and recycling will be place at the curb or right of way line and collected from each of the premises serviced shall be at least once weekly, on a regular schedule devised by contractor and approved by the Villages/Townships. Premises regularly generating large amounts of waste shall be visited as often as necessary to avoid unsightly or unsanitary accumulations or conditions, and the collection schedule shall reflect this requirement.

SECTION 14

At no additional cost the contractor shall furnish curbside recycling bins to each household, and limited to one (1) contractor provided container. Additional customer owned containers may be used.

SECTION 15

Contractor will provide quotes for Special Events Rates (dumpster) and provide dumpster services based upon an agreement between the contractor and contractee.

SECTION 16

Contractor shall submit quarterly reports, due within 30 days of each quarter's end, detailing the quantities, in tons, of recyclables collected from the Villages/Townships.

SECTION 17

The collection schedule and regulations under Section 17, General Specification and Information, shall be listed in the bid documents. When approved by the Villages/Townships, the Villages/Townships Fiscal Officer shall cause the schedule, regulations and revisions to be posted, circulated, mailed or otherwise brought to the attention of the owners and occupants of the premises served.