

VILLAGE OF BETHEL
SPECIFICATIONS FOR WASTE COLLECTION CONTRACT

This solicitation for bid is a Contract with the Village of Bethel for the collection, removal, and disposal of waste and recycling materials from residences and public offices within the Village of Bethel corporate limits. In aggregate the above-stated property types will hereinafter be known as 'Village Addresses.' The successful bidder for this contract will hereinafter be known as the 'Contractor.' The Village of Bethel will hereinafter be known as the 'Village.'

Section 1: Waste materials include all garbage, refuse, and trash from Village Addresses. Tires, batteries, dirt, concrete, ash, rocks, construction materials, and appliances with refrigerant are excluded.

Section 2: The five (5) year contract begins on January 1, 2021 and ends on December 31, 2025.

Section 3: The bidder must satisfy themselves as to the weekly quantity of waste material to be removed for the life of the contract. The bid will be for removal of all waste materials from Village Addresses each Monday between 7:00 a.m. and 5:00 p.m., unless schedule changes, including for weather, are approved by the Village.

Section 4: The bid will include rates for weekly residential collection; residential collection will include both single and multi-family dwellings. Bidder shall provide one 96 gallon tote to each customer and allow for hand pickup of an additional four (4) can count limit.

The bid will include rates for monthly residential recycling collection; residential collection will include both single and multi-family dwellings. Collection of recycling shall be on the first Friday of each month. Bidder shall provide one 96 gallon recycling tote to each customer.

The successful bid will include pickup at the Village Administration Office and Street Barn. Dumpster rates will also be provided for non-profit, Village-wide events.

The Bid will include one (1) regular port-o-let and one (1) handicapped port-o-let to be placed at Burke Park for the months between May 1 and October 31.

The bid will be on a per unit basis. Unit count as of October 2020 is 770, with a normal annual range of 760 to 790. The Village will provide quarterly updates of unit counts to the Contractor upon request.

- Section 5:** The bid will include:
- a. the collection method, type, count of equipment, and number of personnel to be used for all collections to assure satisfactory performance;
 - b. procedures to assure collection equipment is clean, sanitary, and in good repair;
 - c. procedures to assure that employees of the bidder will conduct themselves with the proper demeanor while making collections;
 - d. evidence that bidder has property damage and personal injury insurance satisfactory to the Village; and
 - e. evidence that bidder, if successful, will provide a \$30,000.00 performance bond acceptable to the Village upon signing of the contract.

Section 6: The successful bidder agrees to enter into a contract acceptable to the Village within fourteen (14) days after being notified of the successful bid or the Village may select another contractor with all resulting additional costs incurred by the Village as a result of the default to be paid by the original successful bidder. Evidence of insurance and performance bond will be furnished by the successful bidder at the signing of the contract

Section 7: The Village may terminate, with cause, the contract with ninety (90) days registered or certified mail notification to the other party. If the Village determines that work is not being performed in a satisfactory manner, then the Village will so notify the contractor, who will then immediately rectify the issue. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract.

The Village reserves the right to terminate the 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 any such above-stated circumstance, the Village shall have the right to order the contractor to cease operations under the contract and procure substitute waste collection, removal, disposal, and other contracted services pending advertisement for bids and a new contract for waste collection. The contractor shall promptly reimburse the Village in full for the cost of such substitute services and of such advertisement, provided however, that if such substitute services are rendered over a period of more than ninety (90) days after the

effective date of the order of the contractor to reimburse the Village as above stipulated shall, however, be without prejudice to the right of the Village to file suit for such damages as may be sustained by reason of the contractor's noncompliance with the contract. The performance bond may also be forfeited in favor of the Village.

Section 8: Contractor agrees:

- a. not to assign any portion of the contract without the written permission of the Village;
- b. to abide by all relevant statutes, rulings, and procedures related to the contract including, but not limited to, labor law, hiring practices, insurance coverage, and solid waste management regulations;
- c. to abide by all laws, ordinances, and other policies that pertain to actions performed for and in the Village;
- d. to indemnify and hold the Village, its officers, and agents harmless against any and all claims as a result of contractor nonperformance of this contract or as a result of any other activities of the contractor; and
- e. to obtain all necessary licenses and permits and to promptly pay all taxes required by the Village (i.e. earnings tax).

Section 9: Contractor shall have the franchise, license, and privilege to provide waste collection, removal, and disposal service for all Village 'hand collection' service in the Village. Contractor also has the right to extend additional collection, removal, and disposal services to commercial, industrial, or multi-family users that exceed the five (5) can limit allowed under the contract. Nothing in this contract shall limit the contractor from contracting such additional services with commercial, industrial, or multi-family users. Industrial, commercial, and multi-family users are not expressly included in this contract. Said users are free to contract dumpster service with an alternate waste collection service.

Section 10: Monthly payments will be made by the Village to the contractor for actual, verified waste collection from the month of service by the last Monday of the next month.

Section 11: All sealed bids must be received by the Village Fiscal Officer at 120 North Main Street, Bethel, OH 45106 by, 12:00 Noon on Thursday, November 5, 2020. Sealed bids will be opened at this time only to announce their receipt. If, after review, the Village awards a contract, announcement of the award will be made at a date later than the opening date. The Village reserves the right to accept the lowest or best bid or to reject any and all bids, or portions thereof, and to waive formalities.