PLEASE RUN THE FOLLOWING LEGAL AD ON TUESDAY, OCTOBER 12, 2021 AND AGAIN ON TUESDAY, OCTOBER 19, 2021:

LEGAL ADVERTISEMENT:

NOTICE TO BIDDERS – TRASH HAULING

Sealed bids for the pick up and disposal of garbage, trash and rubbish, and curbside recyclables, on a regular basis for the residential property owners within the Village of Westfield Center, Ohio will be received by the Fiscal Officer of the Village of Westfield Center, Ohio at the Westfield Center Municipal Building, 6701 Greenwich Road, PO Box 750, Westfield Center, Ohio 44251 until Monday, October 25, 2021 at 10:00 am local time, at which time the bids will be opened and publicly read. Envelopes should be sealed and plainly marked "Bids for Pickup and Disposal of Trash". Each proposal shall contain the full name and address of every person, firm or corporation interested in same and if a corporation, the name, title and address of the individual authorized to submit said proposal on behalf of said corporation.

A <u>bid bond</u> in favor of the Village of Westfield Center, Ohio or a certified check, cashiers check or money order on a solvent bank or savings and loan association payable to Village of Westfield Center in the amount of \$1,000.00 must accompany the bid, as guarantee that if the bid is accepted, the bidders shall, within twenty-one (21) days after notice of acceptance, enter into an agreement and provide the required performance bond in accordance with the specifications. Specifications may be downloaded from the village website www.westfieldcenter.org or picked up at the Westfield Center Village Hall, 6701 Greenwich Road, Westfield Center, Ohio between 9:00 a.m. and 12:00 noon Monday through Friday or by calling the Westfield Center village hall at 330-887-5151 and requesting specifications be mailed.

The Village of Westfield Center reserves the right to reject any and all bids.

Debbie Runser, Fiscal Officer

VILLAGE OF WESTFIELD CENTER TRASH HAULING/RECYCLING SPECIFICATIONS $2022 \sim 2024$

The Village of Westfield Center, Ohio (herein called the Village) desires to grant an exclusive license to a trash/recycling hauler in order to facilitate the collection of garbage, trash, rubbish and bulk items (collectively "trash") and curbside recycled materials within the limits of the Village for each of its residential property owners (herein called Customers). Commercial users are excluded from this license. The license specifications are:

- A) The trash hauler will pick up and dispose of trash on a weekly basis. Collection is to be once a week at approximately the same time on Monday with the exception of those collections days which happen to fall on a holiday. In that event, collection will take place no later than the following day.
 B) The trash hauler will pick up and transport curbside recyclables on a weekly basis. Collection is to be once a week at approximately the same time on ______ (preference is Monday) with the exception of those collections days which happen to fall on a holiday. In that event, collection will take place no later than the following day.
- 2. The trash and recyclables will be placed within three (3) feet of the curb line, edge of roadway or private street.
- 3. A), The trash hauler shall provide residents with either a standard 95 gallon or 65 gallon wheeled trash can (toter). The size of the toter shall be at the discretion of the resident. Trash will be placed inside the toter to its capacity, however; the trash hauler shall be responsible for picking up garbage placed in bags and bulk items that do not fit into the toter;
 - B). The trash hauler shall provide residents with either a standard 95 gallon or 65 gallon wheeled recycle container (toter). The size of the toter shall be at the discretion of the resident. Recyclable materials will be placed inside the toter to its capacity, however; the trash hauler shall be responsible for picking up recyclable materials that do not fit into the toter

- 4. There will be no limitation on the number of garbage bags or trash receptacles which may be placed in the tree lawn on any particular collection date by any individual customer.
- 5. Trash hauler must provide a mechanical means for dumping toters or receptacles. All collections shall be made from the right-hand side of the truck. The practice of two sided, zigzag or crossing the street for collection is prohibited.
- 6. In the event that any physically handicapped or impaired customers are unable to deposit their trash and/or recyclables at the curb, the hauler is required to engage in a back yard or side yard pickup for those disabled persons upon proper notification from that individual or individuals that the disability is present.
- 7. In the event that any bulk items are to be picked up, the individual homeowner will notify the hauler in advance so that the hauler has the opportunity to make arrangements for the pickup of the bulk items. The hauler agrees to pick up bulk items within one week after notification. Bulk items will be deposited at the curb side or at the tree lawn location by the homeowner. There will be no extra charge for collection and pickup of bulk items. "Bulk items" include refrigerators, stoves or other items incidental to the typical home. "Bulk items" does not include construction waste such as drywall, lumber, concrete, large quantities of landscape materials, etc. Any bulk item containing a refrigerant must be professionally evacuated and tagged prior to pick up. Bulk items shall be properly bundled and each bundle shall not be in excess of 50lbs. Windows and other glass items shall be taped or covered by cardboard.
- 8. The trash hauler will provide pickup and disposal of leaves, grass and bundled shrubbery clippings or other lawn debris to Village residents as part of the regular trash pick-up.
- 9. The trash hauler is not required to pick up unacceptable waste which is defined as waste including any of the following: medical waste, nuclear material, friable asbestos, tires, refrigerant containing appliances, root balls, stumps, or tree branches greater than 3" in diameter.

- 10. Invoicing and collection of fees for trash and recyclable materials will be the responsibility of the trash hauler. The Village assumes no responsibility for the collection of payments from the customer to the trash hauler.
- 11. The Village is not to be considered as the agent of the hauler in any of its pickup operations. The hauler is an independent contractor and all equipment, vehicles and accessory units (including toters, etc.) will be furnished, owned or rented by the hauler. Pickups will be under the exclusive control of the hauler. The Village undertakes no responsibility for the manner or method of pickup with the exception of furnishing certain guidelines outlined in these specifications and any rules or regulations that may be adopted or amended from time to time.
- 12. Any license issued by the Village of Westfield Center will be an exclusive license for the collection, transport and disposal of residential trash and recyclables, if applicable, within the Village of Westfield Center and will extend for a three (3) year period, unless otherwise revoked pursuant to Codified Ordinance 858.02. Residents may also utilize the recycle facilities located at Village Hall and those facilities are exempted from the license granted hereunder.
- 13. The hauler will provide the Village of Westfield Center with a Certificate of Insurance indicating that it carries both auto and general liability insurance in a minimum amount of at least \$1,000,000.00 and the hauler hereby agrees to have the Village of Westfield Center named as an additional insured on its policy of public liability insurance.
- 14. The hauler agrees to defend, hold harmless and indemnify the Village, its elected and appointed officials, officers, agents, and employees, from all liability, demands and claims for property damage, bodily injury, wrongful death, losses, costs, expenses or other claims for liability of any nature whatsoever, arising out of the negligence or wrongful acts by the hauler in the performance of this agreement.
- 15. The hauler is required to furnish a bond or other financial guarantee acceptable to the Village of Westfield Center in the amount of \$10,000.00 to ensure performance under the license and to protect the Village and its residents against property damage caused by hauler. Bond is due at the time the license is issued.

- 16. The hauler is required to furnish pickup service to the Village of Westfield Center itself at its Waste Water Treatment Plant, old firehouse, and Village Hall at no cost to the Village.
- 17. There are approximately 500 residential units located in the Village of Westfield Center.
- 18. Fuel Adjustment Provision. Any bidder proposing a fuel adjustment as part of the monthly charge shall attach information explaining the rates and conditions under which such an adjustment may be made. If a fuel adjustment is to be implemented during the term of the license, the Village shall be notified of the date of implementation and the amount of the change to the monthly customer charge.
- 19. Tipping Fee Adjustment Provision. Any bidder proposing an adjustment due to changes in tipping fees shall attach information explaining the rates and conditions under which such an adjustment may be made. If a tipping fee adjustment is to be implemented during the term of the license, the Village shall be notified of the date of implementation and the amount of the change to the monthly customer charge.
- 20. The trash hauler shall submit a bid for the amount per month, per residential customer, for the pickup, collection and disposal of garbage, trash, rubbish and bulk items as set forth below. In addition, trash hauler shall submit a bid for the amount per month, per residential customer, for the pickup, collection, and disposal of garbage, trash, rubbish, bulk items and curbside recyclables as set forth below.
- 21. All trash and recycled materials shall be taken by hauler to the Medina County Recycle Center at 8700 Lake Road, Westfield Township, Ohio

The undersigned shall, if granted the license, furnish all labor and equipment necessary for the pickup and disposal of garbage, trash and rubbish on a regular basis for the residential property owners within the Village of Westfield Center, Ohio, all in accordance with the specifications attached hereto, for the following amount per month, per customer, as set forth below. The Village reserves the right to select option A or B, or to reject all bids outright.

VILLAGE OF WESTFIELD CENTER TRASH HAULING/RECYCLING BID

2022 ~ 2024

A) Trash:	
\$ Amount per month, per residential customer for pickup of garbage, trash, rubbish, and bulk items including leaves, grass and bundled shrubbery clippings or other lawn debris as part of the regular trash pick-up in either a 95 gallon or 65 gallon wheeled toter.	
Day of week of collection:	(if other than Monday)
B) Trash and Recyclables:	
	th, per residential customer for pickup of garbage, trash, rubbish, and ndled shrubbery clippings or other lawn debris and curbside llon wheeled toter.
Day of week of collection:	(if other than Monday)
ATTEST:	Respectfully submitted:
Name:	
	Trash Hauler:
	By:
	Title:
	Address:
Date:	Telephone:
BID BOND: Form of Bond:	Amount: \$