

## **BID SPECIFICATION FOR EXCLUSIVE FRANCHISE CONTRACT FOR RESIDENTIAL HOUSEHOLD GARBAGE AND REFUSE COLLECTION**

The Village of Buckeye Lake, Ohio is seeking bids from reputable refuse carriers for an exclusive contract with a hauler for residential garbage and refuse service within the Village of Buckeye Lake for the period of January 1, 2022 through December 31, 2026.

The following conditions for all bids apply to provide services to the residents of the Village of Buckeye Lake:

1. **COST TO CUSTOMERS:** The cost per residential customer for one pick up per week shall be \_\_\_\_\_ for single-family dwellings. The rate for senior citizens, age 62 or older for one pick up per week shall be \_\_\_\_\_ for a single-family dwelling. The cost for similar service may, with the consent of Council, be increased at the rate of \_\_\_\_\_ per year if the hauler establishes to the Council's satisfaction that rate increases are necessary because additional expenses, such as land fill rates and operational costs, have been incurred by the hauler.
2. **DISCONTINUED NOTICE:** Service by the hauler may be discontinued after thirty- (30) days notice if both the hauler and Village agree to such.
3. **REQUIRED NOTICE:** The hauler at no charge to the Village shall provide and pick up Village containers from the following locations: Police Department (1 tote), Fire Department (6yd dumpster), Water Department (6yd dumpster), Street Department (6yd dumpster) and Village Office (1 tote).  
Additionally, shall provide Street Department with 30-yard dumpster year around for disposing of leaves, yard wastes, brush, and/or Christmas trees, or large item disposal.
4. **CLEAN UP WEEKS:** The hauler, at no additional charge to the Village or residents of the Village, shall provide free pick up for up to two (2) one (1) week periods designated by council as "Clean Up Week", one in the spring, and one in the fall. Typically, six (6) 30-yard containers per clean up week but a maximum of twelve (12) per year.
5. **COLLECTION:** It shall be the responsibility of the hauler to bill and collect from its customers. The hauler shall not bill or collect fees from customers for any period beyond the terms of their contract.
6. **ASSIGNMENT:** No assignments or transfers of the contract, or any part thereof shall be made by the contractor without the consent of the Village. The agreement shall insure to, and be binding upon, the heirs, devise, executors, administrators, successors, and assigns of the parties hereto, but except as aforesaid, no third person shall have or acquire any right hereunder.
7. **INSURANCE:** The contractor shall hold the Village of Buckeye Lake harmless from any claims made against the contractor or his sub contractors for any action occurring in the performance of his duties as provided for by the agreement. The contractor shall secure a comprehensive liability policy of insurance, insuring against the liability of such contractor in operating his motor equipment and in operations other than automobile exposure in the amount of One Million Dollars (\$1,000,000.00) for each person injured in each accident and

Three Hundred Thousand Dollars (\$300,000.00) in property damage in each accident. Copies of all insurance policies, endorsements thereto, and receipts of payment of premiums as shall be deposited by the contractor with the Village Clerk.

8. FINANCIAL STATEMENT: All bidders shall supply and furnish with the bid, a financial statement, showing the net worth of the bidder for the previous fiscal year. Said financial statement shall be notarized as a true and correct statement, and must cover a period of not less than one (1) year.
9. LANDFILL FACILITIES: It shall be the responsibility of the contractor to dispose of garbage and refuse collected within the Village in an approved landfill, or such other waste reducing facility as shall be licensed by the Local District Solid Waste Authority and/or Ohio Environmental Protection Agency.
10. RECYCLING: The contractor will provide the Village with a means centrally located recycling containers for public use, these containers shall be maintained by hauler and provided at no cost to village.

The Village of Buckeye Lake, in consideration of the services to be provided by the hauler agrees to the following:

- (A) The Village will permit hauler to discontinue service to any customers that are 30 days or more in arrears.

Prior to executing a contract, the hauler further promises and agrees to supply the following to the Clerk/Treasurer:

- (A) A performance bond of \$50,000.00, which shall be held by the Village until this contract, is completed or terminated. The Bond shall be provided yearly.
- (B) Proof of current liability insurance in the amount of \$1,000,000.00 and property damage insurance in the amount of \$300,000.00.
- (C) A list of names of each person employed by the hauler.
- (D) Proof of Worker's Compensation Insurance.
- (E) A copy of collector's license issued by the Licking County Health Department.

**All bids must be received on or before 10:00 am Friday, October 15, 2021 in the Buckeye Lake Village Office at 5192 Walnut Rd. Buckeye Lake, Ohio. And will be opened immediately thereafter. All mailed bids must be sent to Department of Public Works, P.O. Box 27, Buckeye Lake, Ohio 43008 and marked ATTN: REFUSE HAULING CONTRACT.**

**EXCLUSIVE FRANCHISE CONTRACT FOR RESIDENTIAL  
HOUSEHOLD GARBAGE AND REFUSE COLLECTION**

1. The Mayor of the Village Of Buckeye Lake, Ohio is hereby authorized and directed to enter into exclusive contract with \_\_\_\_\_ for a period of five (5) years from January 1<sup>st</sup>, 2022 and contract may be renegotiated or renewed with mutual agreement between hauler and council on a yearly basis.
2. Said exclusive contract will be granted to the party as set forth above upon the following terms and conditions.

**GENERAL PROVISIONS**

- A. For the purpose of this resolution and resulting exclusive contract, the following terms, phrases, words, and their derivations shall have the meaning given herein. The word “shall” is always mandatory and not merely directory.
  1. “Village” is the Village Of Buckeye Lake, Ohio.
  2. “Mayor” is the Mayor of the Village Of Buckeye Lake, Ohio.
  3. “Hauler” is any person, firm, partnership, and organization of any kind licensed to collect rubbish and garbage in the Village Of Buckeye Lake, Ohio.
  4. “Rubbish” material is hereby defined as all rejected waste matter accumulating in Village buildings, public or private schools, charitable institutions, dwelling houses, stores, hotels or other places of habitation and business in the Village and which shall include such matter as rags, straw, excelsior, pasteboard boxes, old clothes, shoes, rubbers and other scraps, burlap, discarded mattresses, carpets, matting, oil cloth, junk, scrap metals, broken glass, crockery, enameled ware, tin cans, cooking utensils, hardware, ashes, etc.
- B. “Garbage” is putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food.
- C. No person, firm, partnership, association, corporation, company, or organization of any kind shall engage in the business of hauling rubbish or garbage within the Village unless authorized by the Village.
- D. Each hauler shall furnish to the Mayor the name of each person in the employ of the hauler and a copy of a policy or policies of liability insurance issued to the hauler by a responsible insurance company, approved as to sufficiency by the Mayor and as to legality by the Law Director, providing indemnity for or protection to the hauler against loss resulting from the operation of each vehicle to the extent of One Million Dollars (\$1,000,000.00) on account of injury or death of more than one person in any one accident; and Three Hundred Thousand and no/100 Dollars (\$300,000.00) for property damage caused by any one accident. Further, prior to executing this contract, hauler promises and agrees to provide proof of Worker’s Compensation Insurance and a copy of a valid collector’s license issued by the Licking County Health Department.

- E. Each truck used in collection of rubbish or garbage shall display the name of the hauler.
- F. Each hauler must offer and supply service to any person, firm, partnership, association, corporation, company, organization within the Village who subscribes for and pays for said service in accordance with this resolution and resulting exclusive contract unless any of the above-stated parties should fail to abide by the regulations as set forth hereafter under subsection (G) and only after ten (10) days written notice to correct said violation and failure thereafter to correct.
- G. PRE-COLLECTION PRACTICES
  - 1. Garbage and rubbish shall each be placed and maintained in containers provided by haulers
  - 2. All rubbish shall be drained of liquid before being deposited for collection.
  - 3. Garbage containers shall be equipped with suitable handles and shall be watertight and maintained by hauler.
  - 4. Garbage containers shall have a capacity of minimum 96 gallons and shall be kept in clean neat and sanitary conditions at all times.
  - 5. Ash containers shall be made of metal; maintained by resident; ash and rubbish containers shall be of a kind suitable for collection purposes, and shall be of such weight that they can be handled by one (1) person.
  - 6. All containers will be place within 25 feet of the roadway.
- H. Vehicles used by haulers shall be used and operated so as to prevent offensive odors escaping therefrom and rubbish or garbage from being blown, dropped, or spilled. Single axle vehicles shall be utilized when ever possible to reduce damage to streets, due to narrow roadway and turns
- I. No rubbish or garbage shall be deposited by the hauler within the corporation limits or the Village except at a place designated in writing by the mayor.
- J. A weekly collection shall be made of bulky items, such as but not limited to stoves, bed springs, couches, refrigerators, yard waste, Christmas Trees, tires, etc. Any of these items containing freon shall have freon removed by a certified technician and a sticker affixed to that item by the technician stating all the freon has been removed. These items shall be placed at the regular place where garbage and refuse is collected for the residents.
- K. The hauler shall collect garbage or refuse between 6:30 am and 5:00 pm.
- L. The hauler shall not permit parking of their trucks or equipment in any location within the Village for a period greater than one (1) hour.
- M. Hauler shall specify the dates of the week when collection shall regularly occur.
- N. Hauler shall pick up trash a maximum of two (2) days per week at no cost to the Village

O. Hauler shall provide the Village Office, Police, Street, Water and Fire Departments with collection and disposal service, as provided in this contract, at no cost to the Village, Police, Street, Water or Fire Departments.

P. AT THE DISCRETION OF THE VILLAGE COUNCIL, THE FOLLOWING MAY BE ADOPTED AS PART OF THIS FRANCHISE AGREEMENT OR DELETED FROM SAME.

Hauler shall make available at haulers cost, to the Village at a location designated by the Village a six (6) yard container for sorting and collection of recyclable materials. Materials for recycling are glass (all colors), bi-metal cans, aluminum cans, newspapers and plastic jugs and bottles. This hauler is responsible for disposal of all recyclable materials collected as part of this agreement in a recycling facility.

### 3. FEES FOR COLLECTION

The fees for collection and disposal or garbage, rubbish, and recyclable materials shall be as follows:

Q. It shall be the responsibility of the hauler to bill and collect from their customers, and hauler shall not contract for fees beyond the terms of this contract.

R. For the purpose of determining the participation level and success of a recycling effort, the hauler shall furnish a monthly report of the number of subscribers participating in the collection of recyclable materials volume of recycled material. In the event of centralized recycling as described in section 2 (p) the hauler shall furnish a monthly report listing the total monthly volume of recycled materials.

S. This exclusive contract shall grant the rights and privileges herein contained exclusively to \_\_\_\_\_ during the period of said exclusive contract by said exclusive contract, provided that in the event of any violation of the terms of said contract by said haulers, it may be canceled by the Village Council and, in the event that the haulers under said exclusive contract desire to prohibit any other person, firm, or corporation from making similar collections within the Village, the Village will institute such action as is necessary, but at the sole expense of the haulers, and it is further provided that this exclusive contract shall not prohibit any resident of the Village Of Buckeye Lake from disposing of their own garbage, rubbish, and/or recyclable materials by a suitable, sanitary or proper means.

T. The hauler at the haulers expense shall dispose of all rubbish garbage and recycled materials.

THIS CONTRACT IS NOT ASSIGNABLE BY HAULER

HAULER:

VILLAGE OF BUCKEYE LAKE, OHIO:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel