

A RESOLUTION ACCEPTING THE BID OF R. C. MILLER REFUSE SERVICE, INC. FOR SOLID WASTE PICK-UP AND RECYCLING SERVICES FOR THE YEARS 1998 AND 1999 AND DECLARING AN EMERGENCY

WHEREAS, pursuant to advertisement, bids were received for solid waste pick-up and recycling; and

WHEREAS, this Council has determined to accept the bid of R. C. Miller Refuse Service, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the bid of R. C. Miller Refuse Service, Inc. for solid waste pick-up and recycling services with freon disposal services per bid for the years 1998 and 1999 be, and the same hereby is, accepted.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to provide solid waste pick-up and recycling services from January 1, 1998 on; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: December 16, 1997

[Signature]  
President of Council

[Signature]  
Mayor

Dated: 12/17/97

ATTEST:

[Signature]  
Clerk of Council

## AGREEMENT

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of January, 1998, by and between the **VILLAGE OF RICHFIELD**, a municipal corporation hereinafter known as the "Village," and **R.C. MILLER REFUSE SERVICE, INC.**, hereinafter known as the "Contractor."

WITNESSETH that the contractor, in consideration of the sum of Ten Thousand Six Hundred Twenty Five Dollars (\$10,625.00) per month agrees to provide the labor and equipment necessary for **Residential Solid Waste Disposal and Recycling Services**, as detailed in Specifications issued on October 31, 1997, a copy of which is attached hereto and made a part of this Agreement. Said services shall commence on February 6, 1998, and be provided through December 31, 1999.

WITNESSETH that the sum in the foregoing paragraph is based on a total of 1,250 residential units at a charge of \$8.50 per unit per month.

WITNESSETH that the contractor in consideration of the sum of One Hundred Eighty Dollars (\$180.00) per month agrees to provide a six-cubic-yard dumpster at Richfield Town Hall and at the Richfield Service Department facility, and provide weekly collection for same, and in consideration of the sum of Seventy Dollars (\$70.00) per month, agrees to provide a four-cubic-yard dumpster at Richfield Woods Park from May through October and provide weekly collection for same. The services described in this paragraph shall commence on February 6, 1998, and be provided through December 31, 1999.

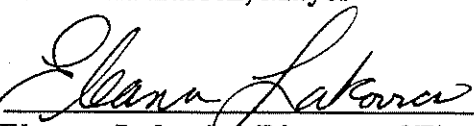
WITNESSETH that the foregoing residential trash collection services shall take place on Fridays. Should a holiday on which the Contractor does not collect rubbish fall on a Friday, said collection shall take place the following day (Saturday).

UNLESS otherwise stipulated by the parties, payment for said services shall be made monthly by the Village.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**VILLAGE OF RICHFIELD, OHIO**

By   
Donald H. Larsen, Mayor

By   
Eleanor Lukovics, Director of Finance

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**R.C. MILLER REFUSE SERVICE, INC.**

By Steve Atkinson

Steve Atkinson Sales Manager  
(Print/type name and title.)

**CERTIFICATION OF CONTRACT AUTHORIZATION**

We hereby certify that Village Council duly approved the foregoing contract, and authorized the Mayor and Director of Finance to enter into said contract on behalf of the Village of Richfield, Ohio, through approval of **Resolution 84-97** on the 16<sup>th</sup> day of December, 1997.

Donald H. Larsen

**Donald H. Larsen, Mayor**

Eleanor Lukovics

**Eleanor Lukovics, Director of Finance**

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I hereby certify that the money for the payment of the foregoing obligation has been lawfully appropriated for the purposes stated herein, and is in the treasury or in the process of collection to the credit of the appropriate fund free from any previous encumbrance.

Eleanor Lukovics

**Eleanor Lukovics, Director of Finance**

**CERTIFICATION OF THE DIRECTOR OF LAW**

Approved as to form and correctness.

Charles T. Riehl

**Charles T. Riehl, Law Director**

# Village of Richfield

4410 W. STREETSBORO ROAD  
 P.O. BOX 387  
 RICHFIELD, OHIO 44286-0387  
 330-659-9201  
 FAX 330-659-4906

DONALD H. LARSEN, Mayor  
 ROBERT J. HOOPER, Council President

ELEANOR LUKOVICS, Finance Director  
 ROBERT WILKINSON, Service Director

## INVITATION FOR BIDS

Scaled bids will be received by the Village of Richfield, Summit County, Ohio, in the office of the Service Director until 2 p.m. Wednesday, November 12, 1997, at which time said bids will be publicly opened and read for SOLID WASTE DISPOSAL AND RECYCLING SERVICES.

Copies of specifications are available at Village Hall, 4410 West Streetsboro Road (rear entrance). Each bid shall contain the full name of every person, firm or company interested therein, and must be accompanied by a bid bond, certified check or bank check in the amount of 10% of the total bid made payable to the Village of Richfield, as a guarantee that the bidder will enter into an agreement with terms as specified in its proposal and agreed upon by Village Council. The Village reserves the right to reject any and all bids or portions thereof, to waive any informalities or irregularities in bids, and to hold all proposals for a period of 30 days before acceptance.

Robert Wilkinson  
 Service Director  
 Village of Richfield

Publish Oct. 31 and Nov. 7

Post-It® Fax Note	7671	Date	11/10/97	# of pages	9
To	Rick Miller	From	Robert Wilkinson		
Co./Dept.	R.C. Miller Refuse Service	Co.	Village of Richfield		
Phone #	(330) 825-8200	Phone #	(330) 659-9201		
Fax #	(330) 452-1743	Fax #	(330) 659-6935		

**SPECIFICATIONS FOR SOLID WASTE DISPOSAL  
AND RECYCLING SERVICES  
VILLAGE OF RICHFIELD, OHIO**

**I. GENERAL INFORMATION**

The Village of Richfield in Summit County is seeking proposals from qualified firms to provide all necessary labor, equipment and facilities for the disposal and recycling of solid waste.

The Village also is seeking supplemental proposals (supplemental bid) for the pick-up and disposal of brush, which will be considered in addition to the solid waste disposal and recycling bid (base bid).

This contract is limited to approximately 1,250 residential dwellings, and solid waste disposal services for Village facilities. The Village shall provide a list of new dwellings at the end of the first year of the contract.

Prices for the base bid shall be specified per unit per month and by annual cost for the following periods:

- January 1 through December 31, 1998.
- January 1 through December 31, 1999.

Prices for the supplemental bid shall be expressed as a lump sum for each of the two years under the contract.

The Village reserves the right to reject any and all bids or portions thereof, to waive any informalities or irregularities in bids, and to hold all proposals for a period of 30 days before acceptance.

The Village reserves the right to negotiate and extend the contract after the two-year period.

A recommendation to the Mayor and Village Council on the award of a contract will be made as soon as possible after the bid opening. Village Council will consider contract award legislation on November 18 or December 4.

Each bidder shall be fully acquainted with the conditions relating to the scope and restrictions attending the work in the contract. Bidder shall thoroughly examine and be familiar with the specifications.

Bidders shall make their own determination as to the conditions that exist throughout the Village and shall complete the work in and under conditions encountered at no extra cost to the Village.

Bidders shall take into consideration that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work performed, shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

Questions or requests for additional information must be submitted in writing to Service Director Robert Wilkinson, Village of Richfield, 4410 West Streetsboro Road, Richfield, OH 44614. Responses will be given to all prospective bidders in writing.

## II. BID PREPARATION

- A. All bids must be submitted on the attached bid form. All blank spaces on the bid form must be completed in full, in ink or typewritten.
- B. Each proposal must contain the full name, address and phone number of every person, firm or corporation interested in the contract. If a corporation, the proposal must disclose the name of the state in which it is incorporated, and the full name, address and phone number of the president and secretary. If a partnership, the proposal must disclose the firm name, address and phone number, and full name, address and phone number of every partner.
- C. Bids shall be submitted in duplicate.
- D. The bidder may offer alternative proposals to these specifications, or propose additional services. If the bid contains variations or departures from these specifications, or proposes additional services, such changes or additions shall be completely explained. The Village reserves the right to determine the relative advantages and disadvantage of alternative proposals.
- E. Each bid must be accompanied by a bid bond, certified check or bank check in the amount of ten (10 percent) of the total bid made payable to the Village of Richfield, as guarantee that the bidder will enter into an agreement according to the terms specified in its proposal, and agreed upon by Village Council.
- F. The bid must include a schedule of holidays on which collection will not take place.

## III. BID SUBMISSION

- A. Bids are to be sealed and submitted to the Service Director at Village Hall, 4410 West Streetsboro Road (rear entrance) no later than 2 p.m. Wednesday, November 12, 1997. Mark envelope **BID FOR SOLID WASTE AND RECYCLING SERVICES**.
- B. Bids may not be withdrawn after submitted. Bids may not be modified or amended after submission, unless in response to an addendum or clarification issued by the Village.

#### IV. QUALIFICATION OF BIDDERS

The opening and reading of a proposal shall not be construed as acceptance of a firm as a qualified, responsible bidder. The Village reserves the right to determine the qualifications of a bidder from other sources. To that end, the Village requires submission of the following with bid proposals:

- A. An itemized list of equipment available for use under the contract.
  1. Contractor shall provide a sufficient number of collection trucks or vehicles to maintain the collection schedule. Trucks and equipment are subject to the approval of the Service Director, and each truck must be approved prior to commencing work under the contract. Trucks must be maintained in safe, clean and sanitary condition. Vehicles must be equipped with two-way radios and clearly identified with the contractor's name.
- B. A copy of the latest financial statement of the bidder, or its parent company, certified by an independent certified public accounting firm.
- C. Evidence that the bidder is in good standing in the State of Ohio, and in the case of a corporation, organized under the laws of any other state; evidence that the bidder is licensed to do business in the State of Ohio or a sworn statement that it will take all necessary steps to become licensed if its proposal is accepted.
- D. Evidence in form and substance satisfactory to the Village that the bidder has been in existence for at least three (3) years, and possesses not less than three (3) years of actual operating experience as a solid waste disposal firm under contract to other municipalities.

The following information may be required in determining qualifications of bidders:

- A. Evidence the bidder is capable of commencing performance as required in the Contract Documents.
- B. Evidence in form and substance satisfactory to the Village that the bidder has the managerial and financial capabilities to perform all work called for in the Contract Documents.
- C. Any other information needed to satisfy the Village the bidder is adequately prepared to fulfill the contract.

Prior to contract award, the successful bidder must supply the following to the Village:

- A. A certificate of insurance naming the Village of Richfield as additional insured. The Village shall be notified in the event of insurance cancellation or transfer to another insurer. The following insurance minimums shall be maintained:

Automobile Liability: \$1,000,000 CSL OCC/  
\$1,000,000 AGG  
\$1,000,000 CSL OCC/  
\$1,000,000 AGG. U.M.

Comprehensive General Liability: \$1,000,000 CSL, OCC./  
\$1,000,000 AGG

- B. Certificate of premium payment from the Ohio Bureau of Workers' Compensation.
- C. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

#### V. DISQUALIFICATION OF BIDDERS

Although not intended to be a complete list of causes of disqualification, one or more of the following may be considered sufficient grounds for disqualification of a bidder and rejection of a proposal:

- A. Evidence of collusion among bidders.
- B. Lack of competency as revealed by financial statements or other information provided by the bidder.
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship.
- D. Default on previous municipal contracts for failure to perform, or failure to execute a contract after award of a contract.

**VI. SPECIFICATIONS FOR SOLID WASTE DISPOSAL (base bid)**

- A. Contractor shall pick up all household garbage and rubbish, and small amounts of building materials subject requirements of Subsection D of this section. The contractor is not required to pick up yard waste such as leaves, grass clippings, tree limbs and shrubbery.
- B. Recycling shall be accomplished in one of the following ways.
1. At contractor's material recovery facility. (Commingle type collection.)
  2. Curbside. (Source separation by customer.)
- C. Contractor shall pick up large household items, including but not limited to washers, dryers, stoves, refrigerators, sofas, chairs, mattresses and plumbing fixtures at no extra charge.
- D. Dwelling refuse containers shall be plastic bags or other suitable containers no exceeding forty-five (45) pounds in weight. There shall be a maximum of six containers per residence.
- E. Contractor shall not commence pick-up before 7 a.m. and shall completed pick-up no later than 5 p.m. Collection delays caused by weather conditions shall be addressed as soon as possible.
- F. In addition to providing residential solid waste disposal and recycling services, the contractor shall provide the following services for the Village of Richfield:
1. Provide one six-cubic-yard (6) dumpster at Richfield Town Hall, 4410 West Streetsboro Road, and provide pick-up once per week, and by special request.\*
  2. Provide one six-cubic-yard (6) dumpster at the Richfield Service Department, 4450 West Streetsboro Road, and provide pick-up once per week, and by special request.\*
  3. Provide one four-cubic-yard (4) dumpster May through October at Richfield Woods Park, 4100 Broadview Road, and provide pick-up Friday afternoons.

*\* NOTE: Village acknowledges that special request pick-ups will be at an extra charge.*

The operator shall conduct pick-up in a safe manner, and shall not create any nuisance or traffic hazard. All loose materials shall be confined during pick-up and transport.

- G. All garbage and rubbish shall be transported to and disposed in a state-approved landfill, disposal site or facility.

- H. All complaints filed with the Village shall be immediately forwarded to the contractor who shall investigate immediately and take corrective action if the complaint is found to be accurate and warranted.

**VII. SPECIFICATIONS FOR BRUSH PICK-UP AND DISPOSAL (supplemental bid)**

The Village offers brush pick-up for residents May through October. Service Department crews, starting the last Monday of the month, canvass the Village for pick-up sites and continue to pick up brush until a majority of homes have been visited. The Village asks residents to stack brush in a neat pile with cut ends facing the street. There are no restrictions on the amount of brush or limb length. Tree limbs go up to 4 inches in diameter. Brush is chipped and used for mulch. In 1997, brush generated approximately 1,400 cubic yards of wood chips. THIS PROGRAM DOES APPLY TO LOT CLEARINGS.

The Village desires to explore options in privatizing this service. Bidders are invited to suggest a program for brush pick-up and removal which maintains or improves the current level of service. One goal is to reduce the amount of time brush remains at streetside. Based on the foregoing, the Village would like to see a brush collection schedule coinciding with regular trash pick-up. Please note the contractor is not required to chip brush for mulch. All brush is to be removed from the Village and disposed in a proper manner.

The contractor shall be required to certify whether brush has been disposed or used as mulch material.

**BID FORM FOR SOLID WASTE DISPOSAL  
AND RECYCLING SERVICES  
VILLAGE OF RICHFIELD, OHIO**

Proposal of R. C. MILLER REFUSE SERVICE, INC.  
 Name of firm, corporation or individual

1800 Ninth St. NE  
 Address

Canton, OH 44705  
 City/ZIP

(330) 825-8200  
 Area Code and Phone

Ronald C. Miller, Jr.  
 Authorized Signature

RONALD C. MILLER, JR.  
 Please print name (above) and title

11/11/97  
 Date

The undersigned, having carefully read and reviewed specifications, terms and conditions for solid waste disposal and recycling services for the Village of Richfield, Summit County, Ohio, does hereby offer to perform such services on behalf of the Village as set forth below:

**Solid Waste Disposal and Recycling Services (base bid)**

<u>Period</u>	<u>Unit Cost Per Month</u>	<u>x 1,250 units (annual cost)</u>
Jan. 1 - Dec. 31, 1998	<u>\$8.50</u>	<u>\$10,625.00 x 12 mo. = \$127,500.00</u>
Jan. 1 - Dec. 31, 1999	<u>8.50</u>	<u>10,625.00 x 12 mo. = 127,500.00</u>

**BID FORM - PAGE 2****Services for Village facilities**

	<u>Cost per month</u>		<u>Annual cost</u>
Town Hall, 4410 West Streetsboro Road	<u>90.00</u>	x 12 =	<u>\$1,080.00</u>
Service Dept., 4450 West Streetsboro Road	<u>90.00</u>	x 12 =	<u>1,080.00</u>
Richfield Woods Park, 4100 Broadview Road	<u>70.00</u>	x 6 =	<u>420.00</u>

**Brush pick-up and removal (supplemental lump sum bid)**Jan. 1 - Dec. 31, 1998 NO BIDJan. 1 - Dec. 31, 1999 NO BID