

VILLAGE OF SPRING VALLEY, OHIO

**SOLID WASTE COLLECTION AND DISPOSAL
INCLUDING
SERVICES FOR TRASH AND RECYCLING

BID SPECIFICATIONS**

**Bid Due Date
October 22, 2012
7:20 p.m., E.S.T**

**Eric Snell, Mayor
Bret Bonecutter, Village Administrator
7 West Main
Spring Valley, OH 45370
937-862-4485**

937-367-4368 (cell – Bret Bonecutter)

LEGAL NOTICE

The Village of Spring Valley, Ohio, will accept sealed bids at the Village Hall until 7:20 p.m. E.S.T on October 22, 2012. Bids will be publicly opened and read at 7:30 p.m. or shortly thereafter. The contract is for a three (3) year contract ,January 1, 2013 – December 31, 2015 for Waste Collection including the collection, removal and disposal of all solid waste materials and weekly curbside recycling collection from residences, street containers, municipal buildings, parks, and other public places. The Village shall have the right to extend the contract for three (3) option years.

Bid documents, general instructions and detailed specifications can be obtained at the Spring Valley Village Hall at 7 West Main, Spring Valley, Ohio 45370. Please contact Bret Bonecutter at 937-367-4368 to arrange a time to pick up a copy of the bid specifications or send an email to springvalleyoh@gmail.com to request a copy.

The Village reserves the right to accept or reject any part of any or all bids; to waive any irregularities in the bidding; and to enter into a contract with the bidder whom in their opinion offers the lowest and best bid.

By Order of the Village of Spring Valley
Eric Snell, Mayor

Publish: October 3, 2012

THE VILLAGE OF SPRING VALLEY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE AND HANDICAPPED STATUS IN EMPLOYMENT OR THE PROVISION OF SERVICES.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS, INFORMATION

Sealed bids will be received by the Mayor of the Village of Spring Valley, Ohio, in accordance with the attached legal advertisement and subject to all provisions contained in this bid document including the specifications. Special conditions or instructions in the specifications shall take precedence over the general conditions.

Submission of Bids

a. The Village of Spring Valley, Ohio, will accept sealed bids at the Village Hall until 7:20 p.m. E.S.T October 22, 2012. Bids will be publicly opened at 7:30 p.m. or shortly thereafter. Bids shall be submitted on the printed blanks provided for that purpose and bound herewith and must be signed. Bid forms are to be completely filled out and shall not be detached from this binding. Removal of any part thereof may invalidate the bid.

b. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, dab Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind the proposal.

The names of other parties interested in the proposal must be listed.

c. Each bid shall be sealed and addressed to the Mayor of the Village of Spring Valley, Ohio, and shall bear on its face the name of the bidder, time and date of the bid opening, and the subject of the bid.

d. Bids received after the time specified in the advertisement will not be considered.

e. Erasures or corrections may invalidate a bid unless properly noted over the signature of the bidder.

Surety

a. Bid Bond - each bid must be accompanied by a bid bond payable to the Village of Spring Valley, Ohio, in the amount of ten per cent (10%) of the bid price as a guarantee that if the bid is accepted, a

contract will be entered into and the performance of the same properly secured (Contractor may use attached form or Surety's). The Surety amount for a deposit of cash, certified check or bank cashier's check, drawn on a solvent bank shall be in the amount of \$5,000.00 payable to the Village of Spring Valley, Ohio. The Village will determine the sufficiency of the surety. Bid bonds, checks or cash will be returned to bidders as soon as the purpose for which given has been fulfilled.

- b. Performance Bond - the bidder to whom an award is made shall furnish a bond or certified check on a solvent bank, payable to the Village of Spring Valley, Ohio, in the amount of one hundred percent of the bid price as a guarantee for the faithful performance of the contract. The Village will determine the sufficiency of the surety.

Rejection of Bids

The Village reserves the right to waive informalities, to reject any or all bids, or to accept any bid which may be deemed to be for the best interest of the Village of Spring Valley.

Withdrawal of Bids

No bid shall be withdrawn within One hundred twenty (120) days after the scheduled time for opening of the bids.

Infringements and Indemnification

The bidder, if awarded an order or contract, agrees to protect, defend and save the Village harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract and he further agrees to indemnify and save the Village harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

Default Provisions

In case of default by the bidder or contractor, the Village of Spring Valley may procure the articles or services from other sources without further advertising and may hold the bidder or contractor responsible for any excess costs occasioned thereby.

Pricing

Where unit prices are requested and there is a discrepancy in the total amount of the bid, the unit prices shall govern. Bid shall include all charges for delivery to the Village of Spring Valley including but not limited to packing, crating, etc.

Interpretation of Bid Document

If any person contemplating submitting a bid is in doubt as to the true meaning of the plans and specifications, he/she may submit to the Clerk of the Village of Spring Valley a written request for interpretation thereof. Any interpretation of the proposed specifications will be made only by addenda duly issued, and a copy of such addenda will be mailed to each person receiving a set of specifications. The Village Clerk will not be responsible for other explanations of the plans and specifications. All parts of these specifications are intended to be explanatory of each other, but in case of misunderstanding or doubt, the interpretation of the Village will be final.

Taxes

The Village is generally exempt from Federal Excise and Ohio State Sales Taxes. Prices shall not include taxes. If taxes of any kind are applicable, they shall be listed separately on the bid form or in an attachment. Exemption forms, when required, will be executed by the Village.

Specifications

Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

Discounts

Any discounts offered in connection with a bid shall be indicated in the space provided or by appropriate notation attached to the bid.

Opening of Bids

At the time and on the date specified in the advertisement for receipt of bids, all bids will be opened and publicly read.

Award of Contract

A contract shall be awarded to the lowest and best bidder as soon as practicable after the opening of the bids, subject to the reservations as stated hereunto and the bidder to whom award is made shall enter into a written contract with the Village of Spring Valley within ten (10) days of the notification of award. It is the full intention of the Mayor and Council of Spring Valley to award a contract no

later than October 8, 2012 with operations beginning no later than the week of January 1, 2013.

GENERAL SPECIFICATIONS

SECTION 1.

It is the intent of this proposal that bids be submitted for the collection and disposal of solid wastes generated within the corporate limits of the Village of Spring Valley being more specifically defined within this proposal.

SECTION 2.

It is the Village's desire to maintain the same pickup schedule and routes as currently being used Friday. If for any reason the contractor requires a change in the schedule, it will be the contractor's responsibility to notify the residents or businesses affected after first receiving the written approval of the Village of Spring Valley. Hereafter, Village shall refer to the Mayor or designee.

SECTION 3.

All waste materials collected by the contractor shall be legally disposed of outside the corporate limits of the Village of Spring Valley. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential or Business Unit serviced by the contractor.

SECTION 4.

Contractor's employees should at any time, exhibit no improper or abusive language or unacceptable or improper conduct to the public or such offender will be removed from the Village's route by the contractor upon request by the Village.

SECTION 5.

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment used by the contractor for the collection and removal of waste material shall be kept neat, clean and sanitary and shall be licensed by the Greene County Health Department.

SECTION 6.

Contractor agrees to handle all containers without abuse and to return all emptied containers to the location where the owner set them. Containers

destroyed or removed by the Contractor will be replaced by the contractor and at the contractor's expense.

SECTION 7.

Contractor shall indemnify, save harmless, and exempt the Village, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the Village, its officers, agents, servants, and employees.

SECTION 8.

Contractor will be held liable for any damage, injury (including death) or destruction based upon, connected with, or related to contractor's waste removal personnel or equipment while performing services for the Village. (See Section 19. Contractor's Insurance).

SECTION 9.

Should the Village feel compelled to mobilize its own workers to correct problems created by non-compliance with specifications, the contractor will be required to reimburse the Village for such funds necessary to complete the work as guaranteed by the contract. Such reimbursement shall be determined by the Village based on personnel and equipment costs necessary to rectify the problem and shall be paid by the contractor within thirty (30) days of the Village's request for reimbursement.

SECTION 10.

The Village is not to be responsible for any problems arising at the disposal site as a result of solid waste collected in the Village or any other place. The disposal site used by the contractor shall be and shall continue to be a approved and permitted site in accordance with the rules and regulations of the State of Ohio and Federal Environmental Protection Agency for the life of the contract. In addition, where applicable, the facility will comply with all State and/or County Health Department requirements.

SECTION 11.

Included in the bid documents the bidder will provide the Village with a copy of an approved Environmental Protection Agency or Health Department operating license for the disposal site which shall be used for the term of the contract.

SECTION 12.

Contractor shall agree that if any premises or collections are missed, the contractor shall return to make pickup on the same day the refuse was missed (the regularly schedule pick up day) if notified before 4:30 p.m. EST. If the contractor is contacted after 4:30 p.m. EST, **the contractor agrees to pick up the missed customer the next day.**

SECTION 13.

The Village shall be given the name and phone number of the single appropriate person within the contractor's employment with whom complaints can be aired and remedied. The Village shall also be given the name and phone number of the foreman or other assigned representative of the contractor who is responsible for all collections (residential refuse and recycling).

SECTION 14.

Upon completion of the day's routes, the foreman or other assigned representative of the contractor for that particular day will check with an assigned Village representative and will address complaints of the day's route. Routes will not be considered complete until checked with Village and complaints addressed.

SECTION 15.

If the Village feels that the work is not being performed in a satisfactory manner, then the Village will so notify the contractor, who will then immediately rectify the problem area. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract.

SECTION 16.

Contractor shall adhere to all laws, ordinances, and other policies that pertain to actions performed for and in the Village of Spring Valley.

SECTION 17.

Contractor shall maintain an office or such other facilities through which he/she can be contacted. It shall be equipped with sufficient telephones and shall have

a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

SECTION 19.

Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the Village and before commencement of work hereunder the Contractor agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to the effect that such insurance has been procured and is in force. The certificates shall contain the following expressed obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purposes of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

As an alternative to the above, Contractor may insure the above public liability and property coverage's under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of an amount of \$250,000 with the result that the Contractor is its own insurer to that extent. The Contractor's parent corporation may provide the coverage.

SECTION 20.

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the contractor without the express written consent of

the Village, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the contract.

SECTION 21.

Either the Village or the Contractor may terminate with cause the contract within 120 days by registered or certified mail notification to the other party. If the Village determines that the work is not being performed in a satisfactory manner, then the Village will so notify the Contractor, who will then immediately rectify the problem areas. 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 this 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 case of default by the Contractor, the Village may procure the articles of services from other sources without further advertising and may hold the Contractor responsible for any excess costs occasioned thereby.

SECTION 22.

Contractor will be required to keep records and submit reports to comply with the Greene County Solid Waste Management District's Annual District Reporting Requirements. These reports will serve as a means to apprise Village staff and the Greene County Solid Waste Management District of the status of recycling and yard waste composting activities and expenditures. Reporting requirements include:

A. Quarterly Project Status Report

The contractor shall provide quarterly project status reports. These reports shall be due within thirty (30) days of the close of the quarter being reported. At a minimum, the reports shall include:

1. Pounds (or tons) of each type of recyclable material collected and recycled.
2. Pounds (or tons) of Solid Waste collected and disposed.
3. Estimated number or percentage of residents participating in the curbside recycling.

4. Quarters to be reported shall include:
 - 1st Quarter = January, February, March
 - 2nd Quarter = April, May, June
 - 3rd Quarter = July, August, September
 - 4th Quarter = October, November, December

B. Annual Reports

Contractor shall provide year-end annual reports for each year the project is in operation. These reports will be due within 45 days of the end of the Calendar year. At a minimum, the report shall include the information included in the quarterly project status reports.

SECTION 23.

As of July 2012 the generators of solid waste for the Village of Spring Valley has been estimated to consist of:

- Single residential units receiving curbside service is approximately = 300 with approximately 202 customers.
 - Base Rate Trash and Recycling: \$16.02
 - Base Rate Trash and Recycling Plus Cart: \$18.02
 - Annual Trash Tonnage ~262
 - Annual Recycling Tonnage ~23.6
 - Estimated Bad Debt 11%

The above listed house count is subject to change at any time. The Contractor will adjust the invoice as directed by the Village to reflect the actual service that is being performed in the Village.

All fees shall be included in the rate and no additional fees shall be allowed to be charged unless expressly listed in the Contractor's bid submission and approved by Council. Governmental fees i.e. Solid Waste Management District Fees, Ohio Environmental Agency Fees shall be allowed to be passed through but only upon notice sent to the Village to the Mayor.

A maximum of up to 1% administrative increase shall be permitted to be added to the Governmental fees if the Contractor elects to pass the fee increase on to the residents. The fees shall be based on Total Annual Tons/HH*\$ amount of Fee/12 months. Example: Total Tons 1.5/hh/ year x \$2.00/ton fee / 12 months = \$0.25/hh/month. The 1% administrative fee is not included in the example.

SECTION 24.

The contract to be awarded shall cover:

- A. A period of three (3) years January 1, 2013 – December 31, 2015. The Village shall also have the right to extend the contract at one or 3-year intervals for up to the maximum of three years;
- B. This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on or about January 1,2013;
- C. A bid price is a per month charge per residential unit, which includes trash collection and curbside recycling collection. All fees/rate schedule shall be in compliance with Section 23.
- D. Any rate increase (except for fuel surcharge) must be submitted and approved by the Council. Any approved rate change must be communicated to residents at least sixty (60) days prior to the increase going into effect.
- E. The contractor shall use the attached fuel surcharge chart for the application of fuel surcharges. By submitting a bid the contractor is agreeing to adhere to this fuel surcharge program and may not use any other means of recouping a fuel surcharge during the life of the contract unless authorized by the Village Council.

SECTION 25.

Each bidder must satisfy himself by his own observation as to the quantity of proposed work to be performed and with the proposed requirements and limitations listed. The submission of a bid shall be considered evidence that the bidder has made such observation and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and information contained therein.

SECTION 26.

The Village requires the bidder to present satisfactory evidence that he has been regularly engaged in the business of solid waste removal (including recycling) previous to the bidding of the contract with similar or like municipalities. The Village also requires the bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, insurance, machinery, and equipment to conduct the work to be contracted to the satisfaction of the Village of Spring Valley and to begin promptly when so ordered after contract is awarded.

SECTION 27.

Billing shall be the Contractor's responsibility (unless the Village elects to accept Option 2 pricing) and shall be done on a quarterly basis unless identified differently in the contractor's bid submission. The contractor shall be aware that the Village has a current bad debt rate of 11% and an estimated number of households of 202. These numbers are estimates only, the Village shall not be held responsible for these numbers and it is the SOLE responsibility of the contractor to field verify the accuracy of the house count.

SECTION 28.

The contractor will list educational resources and opportunities available to the Village of Spring Valley and to Spring Valley's residents and community groups. This information will be attached to the bid proposal.

Furthermore, the Contractor will develop a comprehensive literature explaining how the curbside recycling will work and the scheduled pick-up routes, holiday information, a thorough description of the recyclable materials that will be accepted, etc. This brochure will be mailed or delivered by the Contractor to all Village residents annually no later than October of each contract year.

SPECIFICATIONS **SOLID WASTE COLLECTION**

SECTION 1.

The term "waste material" shall include all municipal solid waste originating from the use of property situated only within the corporate limits of the Village of Spring Valley, Ohio, as defined by Ohio Revised Code 3734 and more specifically being identified in the following categories:

- A. All solid waste material that size will allow to be placed in a standard rear load, front load or side load hopper.
- B. All appliances and furniture including, but not limited to, refrigerators, dishwashers, dryers, sofas, chairs, carpet and mattresses; (provisions to remove CFC's shall be made by the waste generator from all appropriate appliances prior to disposal by the waste hauler). **Construction and demolition debris shall be accepted, the Contractor shall submit the criteria in which material will be accepted by the Contractor.**
- F. Organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking of food for human consumption. **This does not include animal carcass'**

found along the roadside or killed and processed during hunting season.

G. All tires and yard waste and any additionally banned Ohio EPA materials shall not be accepted under this contract.

H. Cold ashes placed in a separate container. Hot ashes will not be accepted.

SECTION 2.

Collection of waste material shall be provided once each week on announced days, for which containers are placed at the curb, edge of street or right-of-way, or at rear of property where applicable.

SECTION 3.

All containers must be either metal or plastic, with handles and lids, or sealed plastic bags of substantial construction.

SECTION 4.

Contractor shall collect an unlimited number of garbage containers consisting of standard garbage cans and/or plastic bags. All garbage must be drained and wrapped. Separation of trash and garbage shall not be required. The contractor shall be authorized to provide to residents mobile carts containers with wheels (minimum 90 gallons). The rate for the mobile cart shall be part of this bid and billed directly to the resident.

SECTION 5.

All wooden and paper boxes broken down and/or tied in small bundles will be accepted. Contractor must remove all materials and contents set out by residents, avoid spilling waste material, and clean up the collection area if the waste is spilled.

SECTION 6.

Collections for residential units shall made at least once a week, no earlier than 6:00 a.m. and no later than 6:00 p.m., Monday through Friday. The following shall be holidays for purposes of this Contract: New Year's Day, Thanksgiving Day, and Christmas Day, Memorial Day, Independence Day and Labor Day. **There shall be no exceptions to this schedule.** Collections for such Holidays

will be made on the following weekday, along with that day’s regularly scheduled routes unless otherwise approved by the Village. In the event that the Contractor cannot perform the services agree upon in this bid specification document or contract document due to inclement weather, it will be the sole responsibility to contact the Village, local media and if possible residents, notifying them that service will be delayed and when service will be resumed.

SECTION 7.

Special carryout services for the handicapped or elderly shall be acknowledged and acted upon by the contractor as directed by the Village.

SECTION 8.

The following Village of Spring Valley facilities will be provided with collection services as follows with no fee to the Village:

Village Facility	Description of Container	Service Times per Week
Village Hall	6-96gal carts or 1-4 yard	1
Street Containers	Estimated 6	1

The Village reserves the right to add other Village facilities that will require like or similar service. The cost will be negotiated between the contractor and the Village if facilities are added that require service above and beyond the type of service listed above.

SPECIFICATIONS **CURBSIDE RECYCLING**

SECTION 1.

Contractor shall collect and remove an unlimited amount of recyclable materials once each week on the regularly scheduled trash collection day from all residences and small business.

SECTION 2.

Provide and distribute each residence and small business with a minimum of a 30-gallon recycling cart. Color of the recycling bin will be at the discretion of the contractor. Contractor will provide bins to new customers within one week of day of notice.

SECTION 3.

If residents need additional recycling bins, either to use with the original bin or used as a replacement for the original bin, the contractor will provide the bins at no additional cost to the resident.

SECTION 4.

Recyclable materials to be collected will include at a minimum, but not be limited to, newspapers, aluminum and bi-metal beverage cans, tin food cans, and all plastic #1 and #2 bottles. Bidder will list other items that they will collect and recycle like glass bottles and jars, corrugated cardboard, junk mail, office paper mix, and etc. Bidder should maximize the products and material that will be recycled.

SECTION 5.

Transport the recovered recyclable materials to a central processing site and retain responsibility for the brokering of these materials to their respective markets. At no time shall recovered materials be disposed of in a landfill or incinerator.

SECTION 6.

Assist the Village in a public awareness campaign to promote the Village's recycling program. This should include "How-to" literature to describe the program and explain how recyclable materials should be prepared. This material is to be mailed out by the contractor on an annual basis during the term of this contract including option years.

SECTION 7.

Provide the Village offices with a supply of recycling bins for customers to pick-up or purchase.

OTHER SERVICES

The Village of Spring Valley periodically may request additional services throughout the year from the contractor for special events or other special circumstances. Therefore, the Village is attaching price proposal requests for such services as described on the attached bid proposal forms. The intent of the Village is to seek prices that the contractor would provide such services to the Village of Spring Valley for Village facilities or events.

Contractor shall be responsible for the purchase of 6 high quality, commercial, street refuse containers with a volume of ≥35-gallons. Containers specifications shall be submitted with the contractors bid. The Village shall have final decision on type and style of these containers. These containers will remain the property of the Village upon termination of the contract.

Special Events Roll-off Service: The contractor shall submit pricing for a 20-yard roll off container to be used by the Village during Village special events.

\$ _____ per pull \$ _____/ton \$ _____ Rental

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal (Name and Address) and

_____ (Name of Surety) as Surety, are hereby held and firmly bound unto VILLAGE OF SPRING VALLEY, OHIO hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the Project known as:

Solid Waste Hauling and Disposal Services

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above on the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the sum amount of _____ dollars (\$_____).

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referenced Project:

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the plans, specifications, and contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower and best bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower and best bidder and resubmits the Project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within twenty (20) calendar days after the awarding of the contract, enters into a proper contract in accordance with the plans, specifications, and contract documents which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Village of SPRING VALLEY against all damage suffered by

failure to perform such contract according to the provisions thereof and in accordance with the plans, specifications, and contract documents therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20

PRINCIPAL:

BY: _____

TITLE: _____

WITNESS: _____

SURETY:

SURETY COMPANY ADDRESS

BY: _____

Attorney-in-fact

City

State

Zip

WITNESS: _____

SURETY AGENTS' ADDRESS:

Agency Names

Street

City

State

Zip

**VILLAGE OF SPRING VALLEY
WASTE COLLECTION AND DISPOSAL SERVICES
BID PROPOSAL**

NOTE: All bid prices shall include any and all CURRENT (and known planned) applicable Federal, State, Solid Waste Management District and other related fees in the bid price.

**CONTRACTOR BILLS RESIDENTS
Residential Collection of Solid Waste and Recycling (with ≥30-gallon carts)**
Approximately 300 units with all new units added at the same unit price:

Contract Year 2012-2013 \$_____ per unit per month **(billed quarterly)**

Contract Year 2013-2014 \$_____ per unit per month **(billed quarterly)**

Contract Year 2014-2015 \$_____ per unit per month **(billed quarterly)**

Both parties shall exercise pricing for the option years upon mutual negotiations and agreement.

Two Wheeled Cart Rental per month for listed gallon capacity – billed quarterly
(Container must be ≥90-gallon capacity)

Contract Year 2012-2013 \$_____ per month for _____ gallon capacity

Contract Year 2013-2014 \$_____ per month for _____ gallon capacity

Contract Year 2014-2015 \$_____ per month for _____ gallon capacity

Both parties shall exercise pricing for the option years upon mutual negotiations and agreement. The undersigned, having carefully read and considered the terms and conditions of the Bid Specifications for Solid Waste Collection, Disposal and Recycling for the Village of Spring Valley, Ohio, does hereby offer to perform such services on behalf of the Village, of the type, quality, and in the manner described and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the unit prices/cost set forth:

Signature

Date

Print Name

Name of Company

Phone Number

Fuel Adjustment Overview

The parties agree that the price which Contractor shall Charge Customer will be adjusted on a quarterly basis (unless otherwise agreed upon), upward or downward, according to a fuel adjustment factor see the Chart (Appendix A).

The fuel adjustment calculation will be tied directly to the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy ("[EIA/DOE](#)") in its Weekly Retail On-highway Diesel Prices Index. This index is objective, publicly available and widely recognized in the trucking and transportation industries.

The [EIA/DOE](#) average is published each Monday. The report for national diesel price index published on the last Monday of each month before the invoice is generated will be used for calculating the following months fuel adjustment.

Appendix A

Village of Spring Valley Fuel Charge Program

Attachment - Fuel Charge Calculation Chart															
EAI/DOE National Average Fuel Price Diesel	WM Surcharge %	EAI/DOE National Average Fuel Price Diesel	WM Surcharge %	EAI/DOE National Average Fuel Price Diesel	WM Surcharge %	EAI/DOE National Average Fuel Price Diesel	WM Surcharge %	EAI/DOE National Average Fuel Price Diesel	WM Surcharge %	EAI/DOE National Average Fuel Price Diesel	WM Surcharge %	EAI/DOE National Average Fuel Price Diesel	WM Surcharge %	EAI/DOE National Average Fuel Price Diesel	WM Surcharge %
\$ 0.95	-	\$ 1.62	-	\$ 2.29	-	\$ 2.96	-	\$ 3.63	-	\$ 4.30	-	\$ 4.97	2.59	\$ 5.64	6.27
\$ 0.96	-	\$ 1.63	-	\$ 2.30	-	\$ 2.97	-	\$ 3.64	-	\$ 4.31	-	\$ 4.98	2.64	\$ 5.65	6.33
\$ 0.97	-	\$ 1.64	-	\$ 2.31	-	\$ 2.98	-	\$ 3.65	-	\$ 4.32	-	\$ 4.99	2.70	\$ 5.66	6.38
\$ 0.98	-	\$ 1.65	-	\$ 2.32	-	\$ 2.99	-	\$ 3.66	-	\$ 4.33	-	\$ 5.00	2.75	\$ 5.67	6.44
\$ 0.99	-	\$ 1.66	-	\$ 2.33	-	\$ 3.00	-	\$ 3.67	-	\$ 4.34	-	\$ 5.01	2.81	\$ 5.68	6.50
\$ 1.00	-	\$ 1.67	-	\$ 2.34	-	\$ 3.01	-	\$ 3.68	-	\$ 4.35	-	\$ 5.02	2.86	\$ 5.69	6.55
\$ 1.01	-	\$ 1.68	-	\$ 2.35	-	\$ 3.02	-	\$ 3.69	-	\$ 4.36	-	\$ 5.03	2.92	\$ 5.70	6.61
\$ 1.02	-	\$ 1.69	-	\$ 2.36	-	\$ 3.03	-	\$ 3.70	-	\$ 4.37	-	\$ 5.04	2.97	\$ 5.71	6.66
\$ 1.03	-	\$ 1.70	-	\$ 2.37	-	\$ 3.04	-	\$ 3.71	-	\$ 4.38	-	\$ 5.05	3.03	\$ 5.72	6.71
\$ 1.04	-	\$ 1.71	-	\$ 2.38	-	\$ 3.05	-	\$ 3.72	-	\$ 4.39	-	\$ 5.06	3.08	\$ 5.73	6.77
\$ 1.05	-	\$ 1.72	-	\$ 2.39	-	\$ 3.06	-	\$ 3.73	-	\$ 4.40	-	\$ 5.07	3.14	\$ 5.74	6.82
\$ 1.06	-	\$ 1.73	-	\$ 2.40	-	\$ 3.07	-	\$ 3.74	-	\$ 4.41	-	\$ 5.08	3.19	\$ 5.75	6.88
\$ 1.07	-	\$ 1.74	-	\$ 2.41	-	\$ 3.08	-	\$ 3.75	-	\$ 4.42	-	\$ 5.09	3.25	\$ 5.76	6.93
\$ 1.08	-	\$ 1.75	-	\$ 2.42	-	\$ 3.09	-	\$ 3.76	-	\$ 4.43	-	\$ 5.10	3.30	\$ 5.77	6.99
\$ 1.09	-	\$ 1.76	-	\$ 2.43	-	\$ 3.10	-	\$ 3.77	-	\$ 4.44	-	\$ 5.11	3.36	\$ 5.78	7.04
\$ 1.10	-	\$ 1.77	-	\$ 2.44	-	\$ 3.11	-	\$ 3.78	-	\$ 4.45	-	\$ 5.12	3.41	\$ 5.79	7.10
\$ 1.11	-	\$ 1.78	-	\$ 2.45	-	\$ 3.12	-	\$ 3.79	-	\$ 4.46	-	\$ 5.13	3.47	\$ 5.80	7.15
\$ 1.12	-	\$ 1.79	-	\$ 2.46	-	\$ 3.13	-	\$ 3.80	-	\$ 4.47	-	\$ 5.14	3.52	\$ 5.81	7.21
\$ 1.13	-	\$ 1.80	-	\$ 2.47	-	\$ 3.14	-	\$ 3.81	-	\$ 4.48	-	\$ 5.15	3.58	\$ 5.82	7.26
\$ 1.14	-	\$ 1.81	-	\$ 2.48	-	\$ 3.15	-	\$ 3.82	-	\$ 4.49	-	\$ 5.16	3.63	\$ 5.83	7.32
\$ 1.15	-	\$ 1.82	-	\$ 2.49	-	\$ 3.16	-	\$ 3.83	-	\$ 4.50	-	\$ 5.17	3.69	\$ 5.84	7.37
\$ 1.16	-	\$ 1.83	-	\$ 2.50	-	\$ 3.17	-	\$ 3.84	-	\$ 4.51	0.06	\$ 5.18	3.74	\$ 5.85	7.43
\$ 1.17	-	\$ 1.84	-	\$ 2.51	-	\$ 3.18	-	\$ 3.85	-	\$ 4.52	0.11	\$ 5.19	3.80	\$ 5.86	7.48
\$ 1.18	-	\$ 1.85	-	\$ 2.52	-	\$ 3.19	-	\$ 3.86	-	\$ 4.53	0.17	\$ 5.20	3.85	\$ 5.87	7.54
\$ 1.19	-	\$ 1.86	-	\$ 2.53	-	\$ 3.20	-	\$ 3.87	-	\$ 4.54	0.22	\$ 5.21	3.91	\$ 5.88	7.59
\$ 1.20	-	\$ 1.87	-	\$ 2.54	-	\$ 3.21	-	\$ 3.88	-	\$ 4.55	0.28	\$ 5.22	3.96	\$ 5.89	7.65
\$ 1.21	-	\$ 1.88	-	\$ 2.55	-	\$ 3.22	-	\$ 3.89	-	\$ 4.56	0.33	\$ 5.23	4.02	\$ 5.90	7.70
\$ 1.22	-	\$ 1.89	-	\$ 2.56	-	\$ 3.23	-	\$ 3.90	-	\$ 4.57	0.39	\$ 5.24	4.07	\$ 5.91	7.76
\$ 1.23	-	\$ 1.90	-	\$ 2.57	-	\$ 3.24	-	\$ 3.91	-	\$ 4.58	0.44	\$ 5.25	4.13	\$ 5.92	7.81
\$ 1.24	-	\$ 1.91	-	\$ 2.58	-	\$ 3.25	-	\$ 3.92	-	\$ 4.59	0.50	\$ 5.26	4.18	\$ 5.93	7.87
\$ 1.25	-	\$ 1.92	-	\$ 2.59	-	\$ 3.26	-	\$ 3.93	-	\$ 4.60	0.55	\$ 5.27	4.24	\$ 5.94	7.92
\$ 1.26	-	\$ 1.93	-	\$ 2.60	-	\$ 3.27	-	\$ 3.94	-	\$ 4.61	0.61	\$ 5.28	4.29	\$ 5.95	7.98
\$ 1.27	-	\$ 1.94	-	\$ 2.61	-	\$ 3.28	-	\$ 3.95	-	\$ 4.62	0.67	\$ 5.29	4.35	\$ 5.96	8.03
\$ 1.28	-	\$ 1.95	-	\$ 2.62	-	\$ 3.29	-	\$ 3.96	-	\$ 4.63	0.72	\$ 5.30	4.40	\$ 5.97	8.09
\$ 1.29	-	\$ 1.96	-	\$ 2.63	-	\$ 3.30	-	\$ 3.97	-	\$ 4.64	0.78	\$ 5.31	4.46	\$ 5.98	8.14
\$ 1.30	-	\$ 1.97	-	\$ 2.64	-	\$ 3.31	-	\$ 3.98	-	\$ 4.65	0.83	\$ 5.32	4.51	\$ 5.99	8.20
\$ 1.31	-	\$ 1.98	-	\$ 2.65	-	\$ 3.32	-	\$ 3.99	-	\$ 4.66	0.89	\$ 5.33	4.57	\$ 6.00	8.25
\$ 1.32	-	\$ 1.99	-	\$ 2.66	-	\$ 3.33	-	\$ 4.00	-	\$ 4.67	0.94	\$ 5.34	4.62	\$ 6.01	8.31
\$ 1.33	-	\$ 2.00	-	\$ 2.67	-	\$ 3.34	-	\$ 4.01	-	\$ 4.68	0.99	\$ 5.35	4.68	\$ 6.02	8.36
\$ 1.34	-	\$ 2.01	-	\$ 2.68	-	\$ 3.35	-	\$ 4.02	-	\$ 4.69	1.05	\$ 5.36	4.73	\$ 6.03	8.42
\$ 1.35	-	\$ 2.02	-	\$ 2.69	-	\$ 3.36	-	\$ 4.03	-	\$ 4.70	1.10	\$ 5.37	4.79	\$ 6.04	8.47
\$ 1.36	-	\$ 2.03	-	\$ 2.70	-	\$ 3.37	-	\$ 4.04	-	\$ 4.71	1.16	\$ 5.38	4.84	\$ 6.05	8.53
\$ 1.37	-	\$ 2.04	-	\$ 2.71	-	\$ 3.38	-	\$ 4.05	-	\$ 4.72	1.22	\$ 5.39	4.90	\$ 6.06	8.58
\$ 1.38	-	\$ 2.05	-	\$ 2.72	-	\$ 3.39	-	\$ 4.06	-	\$ 4.73	1.27	\$ 5.40	4.95	\$ 6.07	8.64
\$ 1.39	-	\$ 2.06	-	\$ 2.73	-	\$ 3.40	-	\$ 4.07	-	\$ 4.74	1.32	\$ 5.41	5.01	\$ 6.08	8.70
\$ 1.40	-	\$ 2.07	-	\$ 2.74	-	\$ 3.41	-	\$ 4.08	-	\$ 4.75	1.38	\$ 5.42	5.06	\$ 6.09	8.75
\$ 1.41	-	\$ 2.08	-	\$ 2.75	-	\$ 3.42	-	\$ 4.09	-	\$ 4.76	1.43	\$ 5.43	5.12	\$ 6.10	8.81
\$ 1.42	-	\$ 2.09	-	\$ 2.76	-	\$ 3.43	-	\$ 4.10	-	\$ 4.77	1.49	\$ 5.44	5.17	\$ 6.11	8.86
\$ 1.43	-	\$ 2.10	-	\$ 2.77	-	\$ 3.44	-	\$ 4.11	-	\$ 4.78	1.54	\$ 5.45	5.23	\$ 6.12	8.92
\$ 1.44	-	\$ 2.11	-	\$ 2.78	-	\$ 3.45	-	\$ 4.12	-	\$ 4.79	1.60	\$ 5.46	5.28	\$ 6.13	8.97
\$ 1.45	-	\$ 2.12	-	\$ 2.79	-	\$ 3.46	-	\$ 4.13	-	\$ 4.80	1.65	\$ 5.47	5.34	\$ 6.14	9.03
\$ 1.46	-	\$ 2.13	-	\$ 2.80	-	\$ 3.47	-	\$ 4.14	-	\$ 4.81	1.71	\$ 5.48	5.39	\$ 6.15	9.08
\$ 1.47	-	\$ 2.14	-	\$ 2.81	-	\$ 3.48	-	\$ 4.15	-	\$ 4.82	1.76	\$ 5.49	5.45	\$ 6.16	9.14
\$ 1.48	-	\$ 2.15	-	\$ 2.82	-	\$ 3.49	-	\$ 4.16	-	\$ 4.83	1.82	\$ 5.50	5.50	\$ 6.17	9.19
\$ 1.49	-	\$ 2.16	-	\$ 2.83	-	\$ 3.50	-	\$ 4.17	-	\$ 4.84	1.87	\$ 5.51	5.56	\$ 6.18	9.25
\$ 1.50	-	\$ 2.17	-	\$ 2.84	-	\$ 3.51	-	\$ 4.18	-	\$ 4.85	1.93	\$ 5.52	5.61	\$ 6.19	9.30
\$ 1.51	-	\$ 2.18	-	\$ 2.85	-	\$ 3.52	-	\$ 4.19	-	\$ 4.86	1.98	\$ 5.53	5.67	\$ 6.20	9.36
\$ 1.52	-	\$ 2.19	-	\$ 2.86	-	\$ 3.53	-	\$ 4.20	-	\$ 4.87	2.04	\$ 5.54	5.72	\$ 6.21	9.41
\$ 1.53	-	\$ 2.20	-	\$ 2.87	-	\$ 3.54	-	\$ 4.21	-	\$ 4.88	2.09	\$ 5.55	5.78	\$ 6.22	9.46
\$ 1.54	-	\$ 2.21	-	\$ 2.88	-	\$ 3.55	-	\$ 4.22	-	\$ 4.89	2.15	\$ 5.56	5.83	\$ 6.23	9.52
\$ 1.55	-	\$ 2.22	-	\$ 2.89	-	\$ 3.56	-	\$ 4.23	-	\$ 4.90	2.20	\$ 5.57	5.89	\$ 6.24	9.58
\$ 1.56	-	\$ 2.23	-	\$ 2.90	-	\$ 3.57	-	\$ 4.24	-	\$ 4.91	2.26	\$ 5.58	5.94	\$ 6.25	9.63
\$ 1.57	-	\$ 2.24	-	\$ 2.91	-	\$ 3.58	-	\$ 4.25	-	\$ 4.92	2.31	\$ 5.59	6.00	\$ 6.26	9.68
\$ 1.58	-	\$ 2.25	-	\$ 2.92	-	\$ 3.59	-	\$ 4.26	-	\$ 4.93	2.37	\$ 5.60	6.05	\$ 6.27	9.74
\$ 1.59	-	\$ 2.26	-	\$ 2.93	-	\$ 3.60	-	\$ 4.27	-	\$ 4.94	2.42	\$ 5.61	6.11	\$ 6.28	9.79
\$ 1.60	-	\$ 2.27	-	\$ 2.94	-	\$ 3.61	-	\$ 4.28	-	\$ 4.95	2.48	\$ 5.62	6.16	\$ 6.29	9.85
\$ 1.61	-	\$ 2.28	-	\$ 2.95	-	\$ 3.62	-	\$ 4.29	-	\$ 4.96	2.53	\$ 5.63	6.22	\$ 6.30	9.90

Energy Information Administration of the U.S. Department of Energy ("EIA/DOE")
Should Fuel Prices Exceed the maximum on this table, the fuel surcharge would continue to increment in a like manner