

## **NOTICE TO BIDDERS GARBAGE AND RUBBISH REMOVAL**

Sealed proposals for the collection and disposal of garbage and rubbish (excluding yard waste) for the Town of New Carlisle, Indiana for the period beginning April 1, 2026 and ending March 31, 2028 or longer, with an option of contract extension, will be received by the Town Council of New Carlisle, Indiana up and until the hour of 4:00 p.m. prevailing time on Tuesday, March 3, 2026 at the public meeting to be held at the New Carlisle Town Hall, 124 E. Michigan Street, New Carlisle, Indiana. Sealed proposal bids may be submitted prior to the March 3, 2026, public meeting by delivering the bid to the New Carlisle Town Clerk's office also located at the New Carlisle Town Hall. The contract is scheduled to be awarded March 17, 2026, at 6:30 p.m.

Any bid proposal shall be submitted on the form prescribed by the State Board of Accounts which is State Form 52414 (R2/2-13) / Form 96. The proposals will be publicly opened and read aloud at 6:30 p.m. prevailing time during the Town Council Meeting in the Council Chambers of the Town Hall. The Town Council shall either award the public work contract on March 17, 2026, at 6:30 p.m. to the lowest responsible and responsive bid or the Town Council will reject all bids submitted.

Each bid shall be accompanied by a deposit in the sum of \$50.00 payable to the Town of New Carlisle and in the form of a certified check. The deposit will be returned to any bidder whose bid has been rejected. The winning bidder shall forfeit the deposit should the successful bidder fail to enter into the public work contract upon request by the Council and within five (5) days of such request. The successful bidder shall post a performance bond as prescribed by law prior to executing the public work contract with the Town. The successful bidder must also submit a valid and binding Certificate of Insurance prior to commencing any public work for the Town.

Plans and specifications are available for all interested bidders at the New Carlisle Town Hall Clerk's Office, 124 E. Michigan Street, New Carlisle, St. Joseph County, Indiana, Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. prevailing time.

**TOWN OF NEW CARLISLE**  
**Office of the Clerk-Treasurer**  
**124 E. Michigan Street, P.O. Box 6**  
**New Carlisle, Indiana 46552**  
**Telephone: 574-654-3733**

**REFUSE REMOVAL SPECIFICATIONS AND CONTRACTUAL TERMS**

**A. DEFINITIONS**

1. **ANIMAL:** Any animal, domestic or otherwise.
2. **APARTMENT COMPLEX:** A building or related group of buildings containing five (5) or more dwelling units.
3. **BUILDING MATERIAL:** Waste building materials resulting from construction, remodeling, repair or demolition operations, such as wood, plaster, roofing, etc.
4. **BULKY ITEMS:** Items too large for one person to handle safely and items not suited for placement in compaction vehicles. Such items would include: stoves, refrigerators, and other large appliances, water tanks, laundry equipment, furniture, fence posts, bicycle frames, and other items with weights or volumes greater than those allowed for by the container size restrictions. Mattresses and upholstered furniture must be wrapped in plastic and secured with duct tape prior to collection due to safety concerns.
5. **DWELLING UNIT:** A room or series of rooms containing independent cooking, sleeping, and sanitary facilities, intended for use by one or more persons constituting an independent household or family, physically separated from any other dwelling unit in the same structure.
6. **GARBAGE:** Defined herein shall include all and every refuse accumulation of animal, fish, fowl, fruit or vegetable matter that results from the preparation, use or cooking, and shall include garbage wrapped in paper or its equivalent. It shall also, include items resulting from the storage, preparation, consumption, or dispensing of any and all putrescible matters, except where excluded elsewhere in this contract.

7. **HAZARDOUS:** Any chemical, compound, mixture, substance, or article that is designated by the Environmental Protection Agency (EPA) or appropriate agency of the state to be "hazardous" as that term is defined by or pursuant to Federal or State law. This is to include any item combustible or flammable.
8. **LIQUID:** Any waste material capable of flowing or being poured. These items would include paint, sludge or slurry, and chemicals.
9. **RUBBISH:** As defined herein shall include materials other than garbage resulting from ordinary household operations including such items as tin cans, glass, bottles, ashes, papers, magazines, newsprint, boxes, china, crockery, rags, old shoes, shall cartons, broken crockery which has been used as food or beverage containers, etc., in metal or plastic covered containers or plastic bags tied. Shrubbery and tree trimmings (no trees) are included provided said trimmings are tied in bundles which lengths do not exceed four feet or enclosed in a container, the maximum size of which shall not be more than one foot, six inches wide, four feet long and one foot, six inches deep. (See Paragraph K)
10. **CONTAINERS:** 96 gallon containers to be provided by Contractor.

#### **B. PERFORMANCE BOND**

The successful Bidder shall post with the New Carlisle Town Clerk-Treasurer, a performance bond in a sum not less than one-fourth (three months) of the total annual amount of the bid, which shall remain in effect for the duration of the contract. The bond must be executed by a corporate surety company satisfactory to the Town Council and payable to the Town of New Carlisle. It shall be conditioned on the faithful performance of the work and payment of all the Contractor's obligations in accordance with the Contract documents.

As a condition of awarding the contract, the Contractor shall provide the performance bond within seven calendar days. Failure to provide the performance bond within this time may be interpreted, at the discretion of the Council, as failure to perform the obligations set forth in the bid. The Council may then do any or all of the following: cash the bid bond, consider other bids, or re-bid the Proposal.

#### **C. INSURANCE, INDEPENDENT CONTRACTOR**

The Contractor shall furnish the Town with a Certificate of Insurance in accordance to the State of Indiana requirements, shall maintain insurance in full force and effect, and shall keep on deposit at all times, during the term of this Agreement, the Certificates of Proof issued by the insurance carrier that such insurance is in full

force and effect. The Town of New Carlisle shall be listed as an Additional Insured. The Contractor shall carry the following types of insurance in an amount not less than the limits specified below:

<b><u>TYPE OF INSURANCE</u></b>	<b><u>LIMITS OF LIABILITY</u></b>
Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000.00
General Liability	
Bodily Injury	\$1,000,000.00 each & aggregate
Property Damage	\$2,000,000.00 each & aggregate
Automobile	
Bodily Injury and Property Damage	
Combined	\$1,000,000.00 each
Excess Umbrella Liability	\$1,000,000.00 each & aggregate

It is further agreed that for all purposes of this Agreement, the Contractor shall be an independent contractor and operator responsible for its own acts and that the Town shall in no way be responsible for any acts or omissions of the Contractor or its employees.

The Contractor agrees to indemnify and hold harmless the Town of New Carlisle, its officers, agents, and its employees of any and all claims, actions, judgments, and liens arising out of any act of omission of the Contractor or any of its officers, agents, or employees or subcontractors. Contractor further agrees to indemnify and hold harmless the Town of New Carlisle from any defect in materials or workmanship of any supply or material furnished by the Contractor to fulfill or carry out, the terms of this Agreement. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the Town and shall not be limited by the reason of any insurance required under the terms of this Agreement.

#### **D. TERM**

This Agreement shall begin as of April 1, 2026, (initiating date of contract service) and shall continue thereafter on a continuous basis for a period of no less than two (2) years. (Contract is scheduled to be awarded March 17, 2026 at 6:30 p.m.)

#### **E. TERMINATION**

This Agreement may be terminated anytime by mutual written agreement of the parties. Notwithstanding all other terms, if there shall be no appropriation in existence for this Agreement at any point and time in the future, this Agreement shall immediately terminate.

**F. SEVERABILITY**

In the event that any provision or portion of this Agreement or any document referred to herein shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Agreement or any document referred to herein shall not affect the validity or enforceability of any other provision or portion of the Agreement or any document referred to herein.

**G. BOOKKEEPING**

Contractor shall maintain proper accounting records for the scope of all service and provide an accounting for all charges and expenditures as deemed necessary for audit purposes. Such records shall be subject to examination and inspection by the Town authorities at all reasonable hours.

**H. SUCCESSORS AND ASSIGNS**

Contractor shall not subcontract or assign any portion of the Contract without consent of the Town. Any attempt by the Contractor to subcontract or assign any portion of the Contract shall not be construed to relieve the Contractor from any liability and/or responsibility to fulfill his obligations.

**I. APPLICABLE LAW**

The Contractor must dispose of waste from the Town of New Carlisle in a landfill that currently meets Subtitle D requirements and/or State requirements.

**J. COMPLIANCE**

The contractor will adhere to all applicable Federal, State, and Local Ordinances, to include, but not limited to:

- Federal Civil Rights Act of 1964
- Executive Order 11246
- Immigration Reform and Control Act of 1986
- Indiana House Bill 1240 of 1990
- State of Indiana Workers' Compensation Act
- Occupational Health and Safety Act
- Environmental Protection Agency Laws
- Indiana Department of Transportation Regulations

Additionally, the contractor will enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program and sign an affidavit affirming that it does not knowingly employ an unauthorized alien.

**K. VEGETATIVE MATTER IN LANDFILLS**

Restrictions on disposal of vegetative matter is pursuant to I.C. 13-7-29-1, 13-7-29-2, 13-7-29-3.

**L. SCOPE OF SERVICE**

Contractor shall be responsible for the collection of garbage and rubbish, as defined above, from all residential dwelling units and commercial units inside the Town Limits of New Carlisle, Indiana. All refuse must be contained within a 96-gallon cart for single-family dwellings with the exception of bulky items.

Refuse or rubbish is to be picked up at all serviced homes in the Town of New Carlisle on Thursday of each week. Exception being when pick up falls during a week with a holiday. Rubbish will then be picked up on the next working day.

The Contractor shall, as much as possible, follow a consistent route pattern in the coverage of the Town. **PICK UP SHALL COMMENCE NO EARLIER THAN 7:00 A.M.** and will be completed in one day throughout the Town on a weekly basis.

Each property owner shall be provided a covered 96 gallon container by the Contractor. Contractor shall provide pick up of one bulky item, as defined above, one collection day each month, excluding Freon appliances, unless Freon has been removed and certification has been attached to the appliance. The Contractor is not obligated to pick up any materials or trash that the Contractor is not otherwise obligated to pick up under the Contract Specifications. A clear and itemized list of charges for removal of all items not included in previous sections, excluding Freon appliances, must accompany the bid.

Contractor shall submit in writing reasons for the refusal to collect garbage and rubbish from any units within the Town of New Carlisle upon request of the Town of New Carlisle.

Contractor shall make available a local or toll-free telephone number for New Carlisle residents' use for information or complaints.

Collection of garbage and rubbish by Contractor shall be made in covered, watertight vehicles suitable for the purpose of collection garbage and rubbish. All equipment used by Contractor shall be kept clean, painted, and in proper operating condition. Sufficient tools including shovels shall be available on each truck for the cleanup of any spillage.

All complaints of unsatisfactory services shall be acknowledged and/or corrected by the Contractor prior to the next regularly scheduled workday. Failure of the Contractor to collect, remove, and properly dispose of garbage and rubbish as provided for a period of two (2) working days shall allow the Town to, at its option, provide or arrange to have provided temporary emergency collection and disposal service shall be deducted from amounts the Town may owe the Contractor in the future. In the event the Town has any further obligations of the Contractor, the Contractor is liable to reimburse the Town for any such cost.

If the Contractor is unable to provide service for five (5) working days, the contract may be terminated at the option of the Town. The Town may contract with any suitable organization for substitute service. Contractor shall be obligated for the difference in cost between the agreed upon price and the cost of such substitute service except where the Contractor is unable to fulfill its obligation of the contract due to an act of God.

#### **M. ADDITIONAL SERVICES**

The Contractor shall provide appropriately sized roll-offs/dumpsters and weekly collection at the following: New Carlisle Cemetery on West Michigan Street; the Town Garage at 341 E. Michigan Street; the Water Treatment Plant at 31061 Edison Road; the Water Treatment Plant Two at 54955 Walnut Road; Bourissa and Memorial Parks; the Ambulance and Fire Station at 204 E. Michigan Street; and the Town Hall and Police Station at 124 E. Michigan Street.

Additional roll-offs to be provided for:

- Annual Clean-up
- Hometown Days
- Christmas Tree collection

on dates to be determined by the Town.

#### **N. PLACEMENT OF GARBAGE AND RUBBISH CONTAINERS**

One 96 gallon container is to be provided at no cost for each homeowner by Contractor. Additional containers shall be made available to residents by making rental arrangements directly with the Contractor. All items placed for collection shall be placed at ground level within five (5) feet of the designated collection route. The collection route will include adjoining improved passable alleys where there is an alley adjacent to the property, or if there is no alley, at an easily accessible spot within five (5) feet of the front street adjacent to the property. All garbage and rubbish to be collected by the Contractor shall be made available to the Contractor by 7:00 a.m., on the established day of collection.

**O. PAYMENT**

**1. BASIS**

Payment for garbage and rubbish collection will be made monthly upon the basis of the contract unit price per month based on an estimated 871 units the initial year.

**2. PROCEDURE**

An invoice and a claim executed by the Contractor on the form prescribed by the Indiana State Board of Accounts shall be submitted monthly for payment of services at a cost in accordance with the contract price in the Agreement or mutually agreed upon adjustment. The Town shall pay the duly verified claim in fifteen (15) days of receipt.

**3. PRICE ADJUSTMENTS**

The terms of this Agreement with respect to compensation for services provided by the Contractor may be reopened or renegotiated upon the request of either party semi-annually at the beginning of each calendar year or contract anniversary. This is for the purpose of adjusting for any increase or decrease in landfill costs paid by the Contractor, change in number of residential dwelling units serviced, or reduction in amount of refuse collected.

A list shall be provided to the Contractor for his record and service changes showing the following:

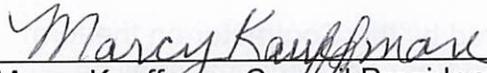
A. Dwelling units, eligible for service, which are vacated, moved or raised for other purposes, to be deleted from the account.

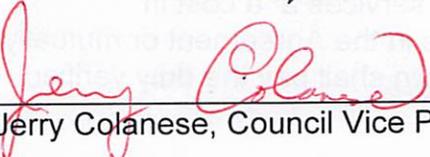
B. New dwelling units with addresses added to the account.

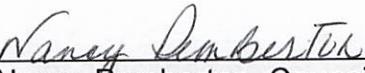
If additional units within the Town are added or subtracted within the period of this agreement, or any extension of this agreement, additional compensation shall be

paid at the contract price per unit. Such adjustments shall be made only at the beginning of a calendar year or contract anniversary.

**THE TOWN COUNCIL OF THE TOWN OF NEW CARLISLE  
ST. JOSEPH COUNTY, INDIANA**

  
\_\_\_\_\_  
Marcy Kauffman, Council President

  
\_\_\_\_\_  
Jerry Colanese, Council Vice President

  
\_\_\_\_\_  
Nancy Pemberton, Council Member

\_\_\_\_\_  
Will Short, Council Member

\_\_\_\_\_  
Alison Abbott, Council Member