

## SECTION 1. GENERAL TERMS AND CONDITIONS

- A. The village reserves the right to award a contract for solid waste collection only based on the lowest most responsible per unit bid.
- B. The Contractor shall procure at the Contractor's own expense and maintain in full force and effect during the life of this contract, all permits and licenses required by the Village, State, and Federal governments relative to the performance of the terms and conditions set forth herein. The contractor shall comply with all Federal, State, and local laws, rules and regulations now in effect or hereafter enacted during the life of the contract and for subsequent extension periods.
- C. The Contractor shall assign a qualified person(s) to be in charge of operations in the Village and shall provide such name(s) to the Village, including the information regarding his/her experience on performing the service required by this contract.
- D. In case it shall appear at any time that the work or any part thereof is not being properly done, the same shall be immediately corrected upon demand of the Village Administrator or authorized agent.
- E. Each of the Contractor's employees shall at all times have and carry a valid Operator's license for the type of vehicle he/she is driving.
- F. A strike, work stoppage slow down or other labor dispute will not relieve the Contractor from any of the obligations imposed by the Contractor herein.
- G. In the case of failure of the Contractor to comply in any respect with the specifications or with the contract, the Village Administrator is authorized to provide for the collection, removal and disposal of waste material which the contractor has failed to collect, remove and dispose of, and to charge the expense thereof to the Contractor.
- H. Recyclables and large items are preferred to be picked up on the same day as regular trash collection; however, these items may be collected on different days than the regular garbage collection if necessary to achieve lowest cost.

- I. Modification of the contract may be made according to law, and only as agreed to in writing by the parties.
- J. The Contractor shall not assign the contract or any interest therein, except with the prior written consent of the Village.
- K. If the Contractor fails to comply with the provisions of this contract and the Village Administrator notifies the Contractor in writing of the violations and the specific provision(s) of the contract with which the Contractor is alleged in such notice to have failed to comply and to which the Contractor's attention is specifically directed by such notice, the Village shall have the right to (a) order the Contractor to cease operations under the contract, and (b) procure substitute waste collection, removal, disposal and recycling services pending advertisement for bids for a new contract for waste collection, and ( c ) Require contractor to continue service until a new Contractor has been bid and contracted. If the Village Administrator selects (a) and (b), the Contractor shall promptly reimburse the Village in full for the cost of such substitute services and of such advertisement, provided, however, that if such substitute services are rendered over a period of more than ninety (90) days the Contractor shall be liable with respect thereto only for such part of the cost of such services as is allowable for the period ending ninety (90) days after the effective date of the order to the Contractor to reimburse the Village as above stipulated, however such shall be without prejudice to the right of the Village to sue for such other damages as may be sustained by reason of the Contractor's noncompliance with the contract. The performance bond may also be forfeited in favor of the Village.
- L. Contractor shall provide trash collection services on the same day of the week for all customers as is currently provided.

**SECTION 2. BID SPECIFICATIONS FOR SOLID WASTE COLLECTIONS AND RECYCLING PROGRAMS**

- A. Residential collection as of December 1<sup>st</sup> 2021 has been estimated to consist of approximately 1000 units which includes all occupied single family residential units, occupied multiple family units of five (5) units or less and light commercial "light commercial use" which means a business establishment generating three (3) 95 gallon carts of refuse or less per week which receive curbside service within the

New Richmond corporation limits. Also being serviced is 40 public service cans and four village dumpsters serviced weekly. "Public Service" means village owned garbage cans located along public right-of-ways, parks and other village owned properties. The total number of units to be billed can be mutually adjusted between the village and the successful bidder at the time of the execution of the contract.

**B.** The contract to be awarded shall cover:

1. Prospective bidders shall become familiar with the instructions and requirements set forth in these specifications before preparing their bid.
2. A bid price is a per month charge per residential unit, which includes trash collection by the Contractor, including all additional units which may be verified through a quarterly unit count conducted by the contractor and mutually agreed upon by the village to be billed at the same bid price per unit.
3. Bid prices shall include all applicable and existing Federal, State, District, and other related fees. Any after imposed fees shall be cause for re-consideration. Should an adjustment need to be made, the Village will accept it in the unit price if it is demonstrated that the adjustment only allows for increased costs actually incurred by the Contractor.
4. The contract shall cover a period of 5 (5) years from February 1<sup>st</sup>, 2022 to January 31, 2027. The bid may include a fixed price for the entire five (5) year period. For purposes of calculating the total contract cost for the five (5) year period, the Village will use the current total number of households to calculate the total price contemplated by each bidder.

### **SECTION 3. COLLECTION CONDITIONS FOR SOLID WASTE COLLECTIONS AND RECYCLING PROGRAMS**

**A.** The term "waste material" shall include all solid waste originating from the use of property situated within the corporation limits of the Village, and more specifically being identified as; garbage; rubbish and any other waste and refuse, such terms to exclude grass clippings, construction debris, brush, leaves, limbs, holiday trees, tires and any appliances containing Freon.

- B. All containers will be placed at the curb or edge of the street right-of-way.
- C. Each bidder must satisfy himself/herself by their own observation as to the quantity of work to be done, and must bid to collect, remove and dispose of all waste material, recycle all recyclable material during the life of this Contract.
- D. The Contractor shall not mail to any household or publish advertisements targeted to the Village of New Richmond residents without consent and written approval of the Village Administrator.
- E. Payments shall be made monthly to the Contractor; such payments are to be made upon the certificate of the Fiscal Officer, or other authorized agent of the Village. The first payment under this contract will be made the month following the completion of the first full month of this contract.
- F. Trash collections shall be made once a week on Wednesdays and between the hours of 6:00 a.m. and 6:00 p.m.
- G. Recyclables shall be picked up one (1) time per month.
- H. Large item pick up is limited to 1 (one) item per month per household or up to five (5) items one time per year per household. Large item pick up is subject to clearly communicated requirements readily available on the Contractor's web-site.
- I. Collections shall be made on all holidays except Christmas and New Years unless otherwise permitted by the Village Administrator. Collections on these occasions shall be the day before or following the holiday.
- J. Contractor shall coordinate with the Village to ensure service is provided to subscribers according to the terms of the Contract. In the event that Contractor fails to provide service to the same subscriber three times in a consecutive twelve (12) month period during the term of this contract, the Contractor shall credit the Village three (3) months of the cost of providing service to the subscriber.

**SECTION 4. COLLECTION CONTAINERS FOR SOLID WASTE COLLECTIONS AND RECYCLING PROGRAMS**

- A. The Contractor shall provide to each residential and light commercial unit a combination of up to three (3) 95-gallon trash and/ or recycling carts at no additional cost. The carts shall be provided to all residential units at the start of this contract and shall continue to be provided throughout the contract period and any extension periods contemplated herein. The Contractor shall provide carts to new residential units and replace damaged or destroyed carts approved by the Village Administrator at the customers expense unless damage or destruction was caused by employees or agents of the Contractor.
- B. If requested by the Customer, the Contractor shall provide additional 95-gallon carts to each requesting customer and charge the customer directly for said additional carts. Collection for more than three (3) carts at any single customer is not permitted. Contractor shall bill customer directly for any collection of trash beyond three (3) carts.
- C. The Contractor shall exercise reasonable caution in the handling of all customer carts to avoid damage and shall replace empty carts in an upright position at the location where they were picked up. No carts shall be left in a location that obstructs a driveway, sidewalk, or travel lane. Trash spilled by the Contractor shall be immediately removed and the surface cleaned by the Contractor. Carts substantially damaged through the fault of the Contractor shall be replaced at the Contractor's expense within five (5) days of notice by the Village.

## **SECTION 5. SPECIFICATIONS FOR CURBSIDE RECYCLING PROGRAM**

- A. The Contractor shall provide monthly collection of recyclable materials on a day to be mutually agreed upon with the Village.
- B. Contractor is to list residential recyclable materials to be collected. Items to be collected are aluminum, tin and bi-metal cans, plastic containers, cardboard (including corrugated), glass, magazines, and newspaper. Other recyclables may be added as markets become available. Contractor shall provide fliers or handouts to residents notifying them of the added recycling availability and providing any requirements and/or specifications for preparing or bundling the materials.
- C. The bid price listed by the bidder in Section 11 is a per month charge per

residential unit, which bid price shall include waste collection and curbside recycling by the Contractor, including all additional units verified through a quarterly house count, to be billed at the same bid price per unit. The bid price shall be billed to the Village reflecting participating households.

- D. The Contractor shall not limit the resident's amount of recyclables as long as they are properly contained within the provided 95-gallon cart(s).

## **SECTION 6. DISPOSAL**

A. All garbage, refuse, yard waste, and recyclables collected within the Village shall be disposed of by the Contractor, at a site outside of the Village. All garbage and refuse shall be disposed at a site approved and operated in compliance with appropriate regulatory agency(s). Recyclable materials shall be recycled and not land filled. All source-separated materials shall be processed for maximum recovery and at no time shall recyclables be incinerated or disposed in a landfill without the prior written consent of the Village.

## **SECTION 7. SERVICE PERIOD**

A. The Contractor shall provide the service required herein from February 1, 2022 to January 31, 2027. The Village reserves the right to extend the contract at the current rate for one or two additional option years under the mutual agreement of the Village and the contractor. By submitting a Bid, the Contractor is agreeing to provide services to the Village for no less than five (5) years and for up to seven (7) years.

## **SECTION 8. SERVICE AREA**

A. The Contractor shall service all residential units located within the corporation limits of the Village of New Richmond.

## **SECTION 9. BONDS, INSURANCE AND INDEMNIFICATION**

- A. Each bid must be accompanied by a bid bond, deposit of cash, certified check or bank cashier's check, drawn on a solvent bank, payable to the Village of New Richmond, Ohio, in the amount of ten per cent (10%) of the total per month bid amount submitted in section 12 (**box 2**) for a one year period (twelve (12) months) of the Bid Proposal as a guarantee that if the bid is accepted, a Contract will be entered into and the performance of the same properly secured. 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, per annum, a bond or certified check on a solvent bank, payable to the Village of New Richmond, Ohio, in the amount of one hundred percent of the bid price as a guarantee of the faithful performance of the contract.
- C. The Contractor shall defend, indemnify and hold harmless the Village of New Richmond, Ohio, or any of its officers or agents, against any and all claims which may be made by any infringement of any patent right in use in the performance of its work hereunder, and the said Contractor shall defend, indemnify and hold harmless the Village of New Richmond, Ohio, or any of its officers or agents, against and from all suits or actions brought against said Village or its officers or agents; and also from damage and costs resulting from negligence or carelessness or otherwise in the performance of said Contractor's obligations under this contract, or from defective or improper appliances in the performance of the same. The Contractor shall provide insurance coverage of at least one million dollars (\$1,000,000.00) property damage and two million dollars (\$2,000,000.00) personal injuries per accident. Evidence of insurance shall be provided to the Village in the form of certificate of insurance and the policy shall not be canceled without thirty (30) days written prior notice to the Village of New Richmond.
- D. The Contractor agrees to comply with all statutes relating to liability insurance, working hours, minimum wages, and provisions against discrimination against any employee because of color, race, creed, national origin, age, disability or religion. Nothing in this contract shall limit the Contractor from independently contracting with businesses and industry in the Village for purposes of providing same with waste collection.

## SECTION 10. MISCELLANEOUS

- A. 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 Administrator or his /her authorized agent shall be final.

## **SECTION 11. BIDDING PROCESS**

### Advertisement of Bids

This bid shall be advertised once a week for not less than two consecutive weeks in a newspaper of general circulation within the village. The Village may also cause notice of the bid to be inserted in trade papers or other publications designated by it or to be distributed by electronic means, including posting the notice on the legislative authority's internet web site. If the legislative authority posts the notice on its web site, it may eliminate the second notice otherwise required to be published in a newspaper of general circulation within the village, provided that the first notice published in such newspaper meets all of the following requirements:

- (A) It is published at least two weeks before the opening of bids.
- (B) It includes a statement that the notice is posted on the legislative authority's internet web site.
- (C) It includes the internet address of the legislative authority's internet web site.
- (D) It includes instructions describing how the notice may be accessed on the legislative authority's internet web site.

### Receipt of Bids

All bids must be received in the Office of the Village Administrator on or before 1:00 P.M on January 17th, 2022. At 1:00 P.M. the Village Administrator shall open all bids received and shall publicly read the bids. The time, date, and place of bid openings may be extended to a later date by the legislative authority of the village, provided that written or oral notice of the change shall be given to all persons who have received or requested specifications no later than ninety-six hours prior to the original time and date fixed for the opening.

### Review of the Bids

Within seven days after opening and reading the bids publicly, the Village

Administrator shall review the bids to ensure that the bids comply with the bid specifications and all other requirements of the Village and State law.

#### Presentation to Village Council

Upon completion of the bid review the Village Administrator shall recommend to Council whether to accept any of the bids or to reject the bids in total. The Village Administrator shall only recommend to Council that a bid shall be awarded to a bidder if the Village Administrator finds that the bid to be awarded is the lowest and most responsible bid in accordance with Village ordinances.

#### Action by Council

The Village Administrator shall present his/her recommendation to Council. If Council finds that the Village Administrator's recommendation properly awards the bid to the lowest and most responsible bidder in accordance with Village Ordinances, on motion Council may award the bid to the bidder recommended by the Administrator. If Council finds that the Village Administrator's recommendation does not properly award the bid to the lowest and most responsible bidder in accordance with Village Ordinances, on motion Council may reject the Village Administrator's recommendation and may then on motion award the bid to the bidder whose bid is the lowest and most responsible bid in accordance with Village Ordinances. If Council finds that no bid satisfies the Villages' requirements as the lowest and most responsible bid then on motion Council may reject all bids.

#### Procedure after Council acts on bid

If Council awards a bid:

1. All bid bonds for bids not awarded shall be returned to the unsuccessful bidders
2. The Village Administrator shall notify the successful bidder by letter or email that the bid was successful and that the bidder shall have ten (10) days to sign and return the contract provided as part of the bid package along with the performance bond.
3. Should the bidder fail to return the signed contract and/or post the performance bond within ten (10) days, then the Administrator shall notify the bidder that the bid bond will be forfeited. The Administrator shall then proceed to re-advertise the bid in accordance with these bid specifications.



**SECTION 12. BID PROPOSAL**

The undersigned has full knowledge of the locations, extent of service required, and equipment to properly pick up solid waste and recyclable materials in the Village of New Richmond Corporation Limits and 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. (All blanks are to be completed: if a bid is not being submitted for a specific option, the blank shall be clearly marked "No Bid.")

\*NOTE: All bid prices shall include any and all applicable Federal, State, District and other related fees in the bid price. See Addendum.

	<b>TOTAL</b>	
	<b>PER UNIT</b>	<b>PER MONTH</b>
<b><u>Solid Waste Collection</u></b>		
Price per month per residential unit	\$ _____	\$ _____ (X 1000 units)
<b><u>Curbside Recycling</u></b>		
Price per month per residential unit	\$ _____	\$ _____ (X 1000 units)
<b>TOTAL:</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 30px; vertical-align: middle;"></span>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 30px; vertical-align: middle;"></span>
	<b>Box 1</b>	<b>Box 2</b>

**Note: Bid bond = 10% of box 2 times 12**

**SIGNED:** \_\_\_\_\_

**SUBMITTED BY:**

**TITLE:** \_\_\_\_\_

\_\_\_\_\_

**Firm**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**Telephone**

## APPENDIX

### DEFINITIONS

- A.** “Village” shall mean the Village of New Richmond, its boundaries, and the municipal corporation’s duly elected or appointed representatives.
- B.** “Contractor” shall mean the holder of a lawful contract to undertake under the Village’s authority, the collection and disposal bags of garbage, refuse, and recyclable materials. As used in these specifications, “Contractor” also means the employees or representatives of the holder of the lawful contract.
- C.** “Curbside Service” shall mean a collection point readily accessible, which includes the curb line wherever practical or the rear of units that have access by driveway or alleyway. It does not include collections for those residents and businesses with dumpster type containers.
- D.** “Garbage” or “Trash” shall mean putrescible wastes, except human excreta, sewage and other water-carried wastes, and includes vegetables, and human offal, and other such substances from private residences, but not to include recognizable industrial by-products.
- E.** “Household” shall include all residential units with curbside service from which garbage; refuse, recyclables, or all three are generated not exceeding six (6) can of refuse per week (“Household” shall mean also mean “Residents.”)
- F.** “Light Commercial Use” means a business establishment generating three (3) 95-gallon carts of refuse or less per week
- F.** “Recyclable Materials” or “Recyclables” shall refer to those materials which may be removed from the waste stream and processed for re-use in some way, to include newsprint, glass, plastics, metals, bi-metals, or any other commodity set forth in the specifications
- G.** “Refuse” shall include non-putrescible non-liquid wastes, such as ashes, cinders, tin cans, glass, bottles, rags, wastepaper, wood, and paper boxes.
- H.** “Resident(s)” shall mean the head of the family or one maintaining his/her

separate quarters in the Village or New Richmond Utility Billing area, and includes owners, tenants and occupants with curbside service from which garbage, refuse or recyclables, or all three are generated. "Resident(s)" shall also mean "Household".

- I.** "Subscribers" shall mean those residents for whom waste collection service and curbside recycling shall be provided by the Contractor. "Subscribers" shall also mean "customers".
- J.** "Yard Waste" shall mean grass cuttings, leaves and other similar types of yard debris.
- K.** "Construction Debris" shall mean lumber, lath, plaster, dry wall, brick, stone, shingles, insulation, ceiling tiles or other refuse associated with the construction or remodeling of a building.