

# SPECIFICATIONS & PROPOSAL:

## SOLID WASTE AND RECYCLING COLLECTION SERVICES

**Bids due: Wednesday February 7, 2024  
@ 1:00 p.m.**

**Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

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**Jennifer Lyle, Mayor**

**Chris Huebner, Administrator**

2 West Main Street, PO Box 10, New Concord, Ohio 44762 Phone 740-826-7671 ▪ Fax 740-826-7617

**LEGAL NOTICE**

**ADVERTISEMENT FOR BIDS**

Sealed Bids shall be accepted for **Solid Waste/Recycling Collection Services for the Village of New Concord, Ohio** at **Village Hall, 2 West Main St, New Concord, Ohio** in conformance with the specifications on file until Wednesday, **February 7 2024, at 1:00 p.m.** at which time they will be publicly opened and read aloud.

Bid packets may be obtained on the Village website, [www.newconcord-oh.gov](http://www.newconcord-oh.gov)

The Village, through its duly authorized officials, reserves the right to waive irregularities and to reject any or all bids.

All bids shall be submitted in a sealed envelope and marked, **“SEALED BID FOR SOLID WASTE/RECYCLING COLLECTION SERVICES”** to the attention of the Administrator, Chris Huebner.

**Village of New Concord**

Chris Huebner  
Administrator

Advertise: The Daily Jeffersonian

January 23 and January 30, 2024 (2 separate times)

Open: Wednesday, February 7, 2024

**INVITATION TO BID**  
**SOLID WASTE AND RECYCLING COLLECTION SERVICES**

It is the intent of the Village of New Concord (the Village) to establish a contract to ensure efficient and aesthetic operation of the collection and disposal of residential solid waste and recycling materials in the Village of New Concord for the residents of the Village of New Concord as outlined in the proposal document. The successful bidder shall be required to collect residential solid waste and recyclable materials on a weekly basis.

The term of the contract will be 48 months beginning:

Year 1 (March 1, 2024 - February 28, 2025)

Year 2 (March 1, 2025 - February 28, 2026)

Year 3 (March 1, 2026 - February 28, 2027)

Year 4 (March 1, 2027- February 28, 2028), and

1<sup>st</sup> optional year (March 1, 2028 - February 28, 2029)

2<sup>nd</sup> optional year (March 1, 2029 - February 28, 2030)

with the same terms and conditions as the initial Contract terms.

The Village seeks proposals for providing unlimited once per week pick-up of household solid waste and recycling for a flat fee. The collection of recyclable materials shall be through a separate collection on the same day. Also, the contractor shall provide pick-up of large items, such as appliances, furniture, etc. as provided herein.

Detailed information, proposal forms, and complete specifications herein may be obtained on the Village of New Concord website at [www.newconcord-oh.gov](http://www.newconcord-oh.gov).

Bidders shall be required to demonstrate to the satisfaction of the Village that they have adequate financial resources, experienced personnel, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who as determined by the Village has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with the specifications.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of 10% of the full one (1) year contract total made payable to the VILLAGE OF NEW CONCORD to be held as a guarantee that if the bid is accepted, a contract will be entered into.

The successful bidder will be required to furnish a Performance Bond and security for the performance of the contract. Said Performance Bond must be in an amount equal to the full one (1) year contract price but said Bond may provide for a pro-rata reduction therein annually over the terms of the Contract.

The award of this contract shall be to the lowest and most responsive bidder. The Village of New Concord reserves the right to reject any or all bids and to accept the bid deemed most beneficial to the Village of New Concord.

**Please contact Chris Huebner, Administrator  
740-826-7671 ext. 106**

**[chuebner@newconcord-oh.gov](mailto:chuebner@newconcord-oh.gov)**

**If you have any questions regarding this bid.**

**Res. 2024-1-1**

**Published in the The Daily Jeffersonian January 23 and January 30, 2024**

## **Table of Contents and Bidder's Checklist**

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the Village of New Concord. Failure to submit the listed documents may be cause for rejection of your bid. This checklist shall be returned with your bid.

- Legal notice
- Invitation to Bid
- Table of Contents
- Section I: Instruction to Bidders
- Section II: Bid Specifications
- Section III: Proposal and Signature Page
- Section IV: Village of New Concord Codified Ordinance
- Section V: Recyclables Accepted
- Section VI: Recycle and Dump Site Facilities
- Section VII: Bid Forms
  - Bid Form 1: Surety Bond
  - Bid Form 2: Non-Collusion Affidavit
  - Bid Form 3: Declaration of Delinquent Personal Property Taxes
  - Bid Form 4: Certification of No Personal Interest
  - Bid Form 5: Certificate of Bidder Unresolved Findings of Recovery  
With Auditor of the State
  - Bid Form 6: Contract
  - Bid Form 7: Village of New Concord Council Approval

## SECTION I: INSTRUCTIONS TO BIDDERS

All pages of the Bid Proposal, Specifications, and Contract Documents must be intact and included in the bid submittal. Bidders must use the forms provided as none other will be accepted.

Bids should be in a sealed envelope marked with the project title and the name and address of the bidder and reach New Concord Village Hall, no later than 1:00 p.m. on February 7, 2024. The New Concord Village Hall Office's time stamp is the official time used for the deadline of the submission of bids. The Village will disqualify any bid not received on or before 1:00 p.m. local time on February 7, 2024.

Proposals must include a price for each item in the Bid Proposal form. Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

The Village reserves the right to waive any informality in any proposal, and to reject any or all bids. The Village also reserves the right not to enter into a contract as a result of this invitation to bid.

In reviewing bids to determine who is the lowest and most responsive, the Village will take into consideration the extent to which the bid conforms to the bid specifications and the qualifications of the bidder to satisfactorily implement the requirements of the Contract. The Village specifically reserves the right to reject any bids for which the bidder fails to demonstrate the ability to provide the service required in a responsible manner.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, that the Village of New Concord may impose a \$500.00 penalty to any bidder that withdraws its bid after the bid opening and prior to a contract award(s).

Bid will be awarded to the lowest and most responsive bidder. The Village will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to provide the required services, the Village reserves the right to request service from other sources.

After award of the bid, by the Village of New Concord, the successful bidder will receive an official award notification from the Village. The signed contract will represent agreement between the Village and the successful bidder (all terms of the bid specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the Village of New Concord, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the Contractor may be legally responsible due to bodily injury or property damage. The contractor shall provide to the Village of New Concord a certificate of insurance showing \$5,000,000.00 Combined Single Limit and \$5,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The Village

of New Concord must be included as an additional insured.

## **QUESTIONS AND ADDENDA**

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. All bidders will receive Addenda via the same email bid documents are received and all Addenda shall be posted at [www.newconcord-oh.gov](http://www.newconcord-oh.gov). Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. All questions should be directed to:  
Chris Huebner  
Administrator  
Village of New Concord  
Email: [chuebner@newconcord-oh.gov](mailto:chuebner@newconcord-oh.gov)

Oral instructions or decisions, unless confirmed by an Addendum, will not be considered valid, legal, or binding. Therefore, all questions should be posted in writing to the Administrator. Addenda will be copied to all plan holders, and posted on the city's website at [www.newconcord-oh.gov](http://www.newconcord-oh.gov)

Please be advised that when you submit a bid to the Village of New Concord, the Village will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.

Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Chris Huebner, Administrator at [chuebner@newconcord.gov](mailto:chuebner@newconcord.gov). If there is no withdrawal of the bid, in accordance with this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).

If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the Village of New Concord may reject said bid.

The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids.

## SECTION II: BID SPECIFICATIONS

### A. DEFINITIONS

As used in this document:

Back Door Service – Collection of trash/recyclables at an exterior location not to exceed 150 feet from the curb.

Billed Units - Listing of all units to be billed for collections services by the Contractor beginning on the first day of collection services.

Bulk Item Collection – would include occasional couches, tables, mattresses, and white goods. However, it does not include construction material or any items from a renovation event.

Container - The receptacles into which producers place solid waste materials.

Contract Documents - The Advertisements for Bids, Information for Bidders, Contractor's Bid, the Contract Performance Bond, Supplemental Information for Bidders, Supplemental General Conditions, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

Contractor - The person, corporation or partnership contracted to perform the waste collection services described herein.

Curbside - That portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Hazardous Waste - Those substances which, singularly or in combination, pose a significant present or potential threat to human health or to the environment, and which singularly or in combination, require special handling, processing, or disposal. Material may be deemed hazardous if it is or may be flammable, explosive, reactive, corrosive, toxic, carcinogenic, bio concentrative or persistent in nature, potentially lethal or an irritant or strong sensitizer.

Material Recovery Facility (MRF) A legitimate recycling facility as defined in O.A.C. section 3745.27.01 (L) (2).

Occupied Residential Unit – A residential unit shall be deemed occupied when either water, sanitary sewer or electric power services are being supplied thereto.

Producer - The occupant of a residential unit who generates solid waste material.

Recyclables – Only those recyclables designated as acceptable by the MRF used by the Contractor. Materials may include, but are not limited to, metal food and beverage cans, plastic bottles and jugs, corrugated cardboard, cartons, paper or current recycling market materials.

Recycling Service – Collection of recyclables from residential units and then taken to a legitimate recycling Facility/Material Recovery Facility.

Residential Unit – A dwelling within the corporate limits of the Village occupied by a person or group of persons comprising not more than four families.

Condominiums, apartments and or commercial/industrial waste is not included in this contract.

Senior Citizens - Defined as persons 65 years of age or older – proof of age may be required by the Contractor.

Single Bag Service Contractor-provided bags for single bag service for small volume users.

Solid Waste - Unwanted residual material resulting from residential uses, excluding earth or material from construction or demolition operations. more commonly



known as trash or garbage—consists of everyday items we use and then throw away, such as product packaging, grass clippings, furniture, clothing, bottles, food scraps, appliances. Solid waste does not include any material that is considered hazardous waste.

The contractor shall not be required to collect animal waste or disposable diapers unless they are wrapped in a moisture-proof material and are undetectable by odors.

Large items such as discarded furniture, appliances, bicycles and comparable materials shall be placed at the usual place of collection at the curb line. The contractor will provide a means for each homeowner to arrange for a pre-scheduled pickup of these items that is included in the regular cost of unlimited services.

Subscriber - Any resident participating in the Village's solid waste collection program described herein.

Unlimited Service – Not limited or restricted in terms of number of or quantity of items, including bulk items. Must not be construction debris or total household cleanout event.

Vehicles – Regular enclosed, hydraulically activated, garbage trucks (packers) including all ordinarily and necessary appurtenant equipment.

Yard Waste - Leaves, grass clippings, weeds, holiday trees, bushes, and brush and branch clippings, when securely bound in bundles not exceeding four (4) feet in length and eighteen (18) inches in diameter and weighing no more than fifty (50) pounds or placed in yard waste containers.

## B. SCOPE OF WORK

The Village will implement this program as an exclusive contract for residential trash and recycling services. The contract length shall be 48 months beginning:

Year 1 (March 1, 2024 - February 28, 2025)

Year 2 (March 1, 2025 - February 28, 2026)

Year 3 (March 1, 2026 - February 28, 2027)

Year 4 (March 1, 2027- February 28, 2028), and

Optional Year 1(March 1, 2028 – February 28, 2029

Optional Year 2 (March 1, 2029 - February 28, 2030)

with the same terms and conditions of the initial Contract

1. Residential Curbside Collection of Solid Waste and Recyclables  
All residents are required to subscribe to the solid waste collection service. This program excludes apartment buildings, condominium complexes, and townhomes. Based upon the Village’s current customer base, the Village expects approximately **450** households will participate in this program.
2. The Village is seeking a qualified contractor to perform unlimited once per week pick-up of household solid waste and provide for the collection of recyclable material.
3. The Contractor, and under the Contractor’s own cost and expense, is to provide all supervision, labor, tools, equipment, and services required to perform the unlimited pick-up of household solid waste and collection of recyclable materials. Contractor shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources to perform such duties as outlined in this document.
4. Disposal – The Contractor is responsible for delivering all solid waste to a licensed solid waste transfer station or licensed solid waste landfill for disposal. The contractor must identify the solid waste transfer station or licensed solid waste landfill that will be used in the performance of this contract. The Contractor shall pay all charges, costs, fees, and expenses incurred for the disposal or transfer of the solid waste collected by the Contractor.  
The Contractor is responsible for delivering all recyclable materials to an established Material Recovery Facility or Recycling Facility for processing. The Contractor shall pay all charges, costs, fees, and expenses incurred for the processing of the recyclables.
5. Hazardous/Exempt Waste – Any chemical, compound, mixtures, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be “hazardous” or “exempt” as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFC’s and HCFC’s into landfills. Refrigerants/Freon in refrigerators, air conditioners, dehumidifiers or any other appliance containing refrigerants/freon must be recovered prior to disposal. Certification of Compliance is required.  
**NOTE: FREON FROM APPLIANCES SHALL BE REMOVED BY THE CONTRACTOR AT NO ADDITIONAL COST.**

6. Hauling – All material(s) hauled by the Contractor shall be contained or enclosed to prevent leaking, spilling, or blowing of material(s).
7. Point of Contact - All dealings, contracts, etc. between the Contractor and the Village shall be directed by the Contractor to the Administrator for the Village of New Concord.
8. Failure to Collect – If at any time the general refuse is not collected by the Contractor the day of collection as scheduled or as provided herein, the Contractor shall notify the Administrator for the Village of New Concord as the reason and anticipated length of the delay. The Contractor shall then so notify each subscriber affected by email and robo-call immediately of the delay.
9. If at any time the Contractor falls behind the collection scheduled for a period of one (1) day, the Village may, at its discretion, cause General Refuse to be collected by any means that is available including, but not limited to, any other right or remedy of the Village under the contract Documents or applicable law.
10. Modification Clause – This contract may be modified if both parties mutually agree to the change or modification. No modification shall be permitted for an increase in pricing or a change in the length/term of the contract. The Contractor's bid includes all anticipated taxes and fees as required. If there is any unanticipated increase or decrease in taxes or governmental fees during the term of this Contract, it is the Contractor's intention with separate written City Council approval, to pass on the increase or decrease, to the customer on a dollar- for- dollar basis.
11. Termination of the Contract – This contract may be terminated by the Village if the contractor fails to meet the terms of this contract with thirty (30) days written notice to the Contractor.
12. The contractor shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, or of the right, title, or interest therein without written consent of the Village of New Concord.
13. The amounts quoted on the bid submittals should include all anticipated fuel costs.
14. The successful Bidder shall be required to post a Performance Bond in the amount of 100% for the duration of the contract, guaranteeing that all work performed meets all specifications contained within the contract.
15. At the contract end, recycle and trash cans must be removed within 2 weeks.

**C. STORAGE CONTAINERS FOR SOLID WASTE and RECYCLING**

1. The Contractor is required to supply at no cost to each subscriber one (1) new or like-new wheeled cart (container) for solid waste
2. The contractor is required to supply at no cost to each subscriber one (1) new or like-new 64-gallon wheeled cart (container) for recyclable material.
3. The contractor must repair/replace damaged carts within 5 business days of notification. The contractor will retain cart ownership and will maintain all equipment throughout the contract and any extension periods.
4. It is preferred that there is a contrast color difference between the 96-gallon wheeled cart for solid waste and the 64-gallon wheeled cart used for recyclable materials.
5. The contractor shall provide upon request an additional cart at the subscriber's expense. The cost per additional cart shall not exceed what is

- listed in the bid.
6. The contractor must have both the 96-gallon wheeled solid waste cart and the 64-gallon wheeled recycling cart delivered to each customer address no earlier than one week before the first pickup and no later than the day before the first pickup.
  7. The contractor will distribute the carts to each residential unit with advance approval by the Village and notification to residents as to the distribution date.

**D. SOLID WASTE COLLECTION SERVICE**

1. The contractor shall provide a bid for curbside collection service for the collection of solid waste from each subscribing household on a weekly basis. All bids are to include the quarterly cost per household.
2. The contractor will provide for the weekly collection and removal of solid waste of any amount that has been placed at the curb line as provided in these specifications.
3. Large items such as discarded furniture, appliances, and comparable materials shall be placed at the usual place of collection at the curb line.
4. Bulk material, boards, fencing, paneling, carpeting, and like materials shall be in bundles not exceeding four-foot lengths tied in 18-inch diameter bundles and weighing no more than 50 pounds.
5. The contractor shall not be required to collect animal waste or disposable diapers unless they are wrapped in a moisture-proof material and are undetectable by odors.
6. Yard waste consisting of leaves, grass clippings, and other decomposable yard waste shall be placed in bags or other suitable containers. Tree or shrub trimmings shall be cut in 4' lengths and bundled.
7. Construction debris such as but not limited to rocks, bricks, blocks, dirt, sand, cement, and like materials will not be collected and it is the resident's responsibility to dispose of it properly at a licensed location.
8. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state, or local health and safety regulations.
9. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the Village of New Concord, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provided, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the Village, its agents, or its employees.
10. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the

damage suffered.

**E. BACK DOOR SERVICE**

1. If a customer selects back door service, the Contractor will collect at an exterior location not to exceed 150 feet.
2. Only yard waste (grass clippings, leaves, etc.) may be placed and picked up at curbside. Tree and shrubbery branches may be bundled for pickup according to specifications.

**F. SINGLE BAG SERVICE**

1. A fee for single bag service for small volume users. The successful bidder shall provide appropriate bags for pickup and removal to the Village of New Concord for sale to residential customers. The Village of New Concord shall remit payment for the cost of the bags and collect the appropriate charge from the customer.

**G. SENIOR DISCOUNT FOR SOLID WASTE AND RECYCLING SERVICES**

1. Seniors shall receive a discount for solid waste and recycling collection services including setback service.

**H. RECYCLING COLLECTION SERVICE**

1. Processing of Recyclables – the contractor is responsible for delivering all recyclable materials to an established Material Recovery Facility (MRF) or Recycling Facility for processing. The Contractor must provide the name and address of the Material Recovery Facility that will be used in the performance of this contract.
2. The Contractor shall provide documentation from the MRF listing materials accepted at that MRF that are marketed to an end user for recycling along with a brief description of how the material is recycled through the end user. The list must be updated as necessary and any changes to the list shall be provided to the Village with justification. The Village shall not unreasonably withhold consent to a modification if the Contractor has provided sufficient justification. The contractor must keep residential units updated on changes in the collection of recyclables within thirty (30) days of any change. The Contractor shall pay all charges, costs, fees and expenses incurred for the processing of the Recyclables collected by the Contractor.
3. Bidder will need to insert an attachment to the bid proposal page detailing the practice your company uses to ensure that source-separated recyclable materials are not disposed of as solid waste.
4. The Contractor must specify recyclable material to be collected in its proposal. Materials may include but are not limited to, metal food and beverage cans, plastic bottles and jugs, corrugated cardboard, cartons, paper, or current recycling market materials.
5. Additional consideration will be given to contractors that recycle glass.

**I. ROUTES OF CURBSIDE COLLECTION**

1. Collection routes will be established by the Contractor.
2. In the event of changes in routes or schedules that will alter the day of pick-up, the contractor shall so notify each subscriber affected by email or robocall not less than two weeks prior to the change.

3. All collections within the Village of New Concord are to be completed in one workday. Collection may be extended for callback service.

**J. CONTRACTORS HOURS OF OPERATION**

All residential collections shall be completed only on Wednesday of each work week.

1. Collection of solid waste/recycling shall not start before 7:00 a.m. or continue after 7:00 p.m.
2. Collection may be moved either one day earlier or one day later to accommodate holiday schedules. The contractor will notify the Village as to how collection days will be affected, prior to the beginning of the contract year.

**K. HOLIDAYS**

The following shall be holidays for the purpose of the contract - New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1. The contractor may decide to observe any or all of these holidays by suspending collection service on the holiday.
2. The decision to recognize a holiday does not in any manner relieve the contractor of its obligation to provide collection service every week to all residential subscribers.
3. The contractor may elect to select a holiday schedule for a given week by setting back or promoting the entire week's schedule by one day.
4. The contractor will notify the New Concord as to how collection days will be affected for the next contract year, prior to the beginning of the contract year.

**L. EQUIPMENT AND PERSONNEL SPECIFICATION**

The contractor will supply the necessary equipment to fulfill the job. Equipment, tools, and personnel to be supplied by the contractor include:

1. Contractor shall provide an adequate number of vehicles for collection services.
2. Vehicles must be no larger than 11-yard capacity.
3. All vehicles and other equipment shall be kept in good repair, appearance and in sanitary condition at all times.
4. Each vehicle shall have clearly visible on each side the identity and telephone number of contractors.
5. All equipment shall be equipped with cellular or radio communication capability to respond to a missed collection complaint on the day of collection service is provided.
6. All equipment shall be equipped with GPS fleet tracking and dashboard cameras capability to record routes and verifying if routes were missed.
7. All equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.
8. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools, and equipment. The Village of New Concord shall not assume any responsibility for any damaged materials, tools, or equipment.
9. Each vehicle must be equipped with a portable universal spill kit bag. This bag must be capable of stopping and cleaning up everyday liquids like oils, coolants, and solvents. Any leaking, spillage, or dropped material

shall be removed by the Contractor immediately.

**M. SAFETY AND LIABILITY**

1. Contractor is responsible for providing a safe workplace and to comply with OSHA and other federal, state, or local health and safety regulations. All equipment operators shall be trained to operate all equipment only as approved by OSHA Safety Standards.
2. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD):  
<https://www.dot.state.oh.us/roadway/omutcd/Pages/default.aspx>
3. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
4. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the Village of New Concord, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
5. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.
6. The Contractor covenants to save, defend, hold harmless, and indemnify the Village, and all of its officers, departments, agencies, agents, and employees (collectively the "Village") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

**N. CUSTOMER EDUCATION**

1. The contractor, at the contractor's sole cost and expense, shall prepare quarterly mail and/or email to each residential unit served under this

contract, information that contains city-approved requirements and updates on recycling services.

2. The information shall include updates on solid waste and appropriate recyclable materials for collection. Procedures for disposing of bulky items, appliances, Freon containing appliances, and yard waste. How to handle and process any complaints. Posting holiday schedules and any other information that explains how the solid waste collection and recycling services will be provided.

**O. CUSTOMER SERVICE AND NOTIFICATION**

1. The contractor shall maintain an office to receive and respond to questions or complaints. The office must be staffed from 8AM to 5PM on regular collection days.
2. All subscribers' complaints shall be made directly to the contractor and shall be given prompt and courteous attention. In the case of an alleged missed collection, the contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste and recyclable materials within twenty-four (24) hours after the complaint is received.

**P. RECORD KEEPING AND BILLING**

1. The billing of the residents will be quarterly in advance and performed by the contractor.
2. Solid Waste and Recycling Tonnages -- The contractor must keep a record of the total tonnage of solid waste and the tonnage of recyclables collected in the Village. The report must be submitted at least annually or as requested by the Village.
3. Residential Unit and Cart Count Per Service Provided – The Contractor must maintain an accurate list of Residential Units/addresses, type of service for each customer, along with the total number of solid waste and recycling carts and sizes of each. The Village maintains the right to request electronic copies of the list at any time.
4. Complaint Log – The contractor must maintain a monthly complaint log which includes names, addresses, phone numbers, the date, the time and a brief description of the complaint and its resolution. The Village maintains the right to request a copy of the complaint log at any time.
5. The Contractor must maintain an annual registration issued by the Village of New Concord.

**Q. VILLAGE GROUNDS, BUILDINGS AND EVENT CONTAINERS**

1. As part of the contract, the company awarded the bid will be asked to pick up and dispose of all trash and recyclables at the locations listed below. The Administrator specifically reserves the right to add or delete items at



the bid price. This includes dumpsters for Village-owned clean-ups as needed.

## ATTACHMENT A

### MUNICIPAL LOCATIONS TO BE SERVED

LOCATION	EQUIPMENT	SERVICE
Village Hall 2 W. Main St.	1 - 4 yd FL recycle 1 - 3 yd FL trash with lockbar	Recycle - Every Other Week Trash - 1x week
Village of New Concord, Sewer 1400 E. Main St.	1 - 95 gal trash 1 - 2yd FL trash	Trash- 1x week Trash - 1x week
Village of New Concord, Water 220 W. Main St.	1 - 6 yd. FL trash	Trash - 1x week
Village of New Concord, Pool	1-4 yd FL trash	Trash - 1x week (May to Sept)
<b>Downtown Litter Cans Locations:</b>  42 E. Main  Street 15 W. Main  Street 15 W. Main  Street 99 W.  Main Street  14995 East Pike  105 W. Main  Street 60 W.  Main Street 22  W. Main Street 2  W. Main Street  10 S. Layton  Drive 10 S.  Layton Drive 27  E. Main Street 24  E. Main Street  W. Main Street  W. Main Street	City provides cans at all <b>Locations</b>  Can#1  Can#2  Can#3  Cnn#4  Can#5  Can#6  Can#7  Can#8  Canff9  Can#10  Can #11  Can#12  Can #13  Can#14  Can#15	<b>Trash - 1x week (all locations)</b>

2. All trash and recyclables shall be picked up at these facilities at least once per week on Wednesday and more frequently if the need arises. This service shall be rendered on a “no charge” basis to the Village. Wherever storage units are not practical, smaller containers may be used.

**SECTION III: PROPOSAL AND SIGNATURE**

**Special Notes:**

~ **Services MUST include recycling service**

96 Gallon contractor cart					OPTIONAL YEARS	
TYPE OF SERVICE	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
A. Curbside						
B. Senior Curbside						
C. Setback/Garage Service						
D. Senior Setback/Garage Service						
<b>YEARLY TOTAL BASED ON 450 SUBSCRIBERS</b>						

Written dollar amount for 1<sup>st</sup> yearly total: \_\_\_\_\_

Written dollar amount for 2<sup>nd</sup> yearly total: \_\_\_\_\_

Written dollar amount for 3<sup>rd</sup> yearly total: \_\_\_\_\_

Written dollar amount for 4<sup>th</sup> yearly total: \_\_\_\_\_

64 Gallon contractor cart					OPTIONAL YEARS	
TYPE OF SERVICE	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
A. Curbside						
B. Senior Curbside						
C. Setback/Garage Service						
D. Senior Setback/Garage Service						
<b>YEARLY TOTAL BASED ON 450 SUBSCRIBERS</b>						

Written dollar amount for 1<sup>st</sup> yearly total: \_\_\_\_\_

Written dollar amount for 2<sup>nd</sup> yearly total: \_\_\_\_\_

Written dollar amount for 3<sup>rd</sup> yearly total: \_\_\_\_\_

Written dollar amount for 4<sup>th</sup> yearly total: \_\_\_\_\_

Single Bag Service					OPTIONAL YEARS		
	customer purchased bags	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
with Recycling Cart							
without Recycling Cart							
<b>YEARLY TOTAL BASED ON 450 SUBSCRIBERS</b>							

Written dollar amount for 1<sup>st</sup> yearly total: \_\_\_\_\_

Written dollar amount for 2<sup>nd</sup> yearly total: \_\_\_\_\_

Written dollar amount for 3<sup>rd</sup> yearly total: \_\_\_\_\_

Written dollar amount for 4<sup>th</sup> yearly total: \_\_\_\_\_

**Additional Comments or Items for Consideration:**

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_____ <b>Signature of Bidder</b>	_____ <b>Date</b>
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# SECTION IV: VILLAGE OF NEW CONCORD RESOLUTION

IN THE COUNCIL OF THE VILLAGE OF NEW CONCORD, OHIO

## Resolution No. 2024-1-1

AN ORDINANCE AUTHORIZING THE MAYOR AND INTERIM VILLAGE ADMINISTRATOR TO ADVERTISE FOR PUBLIC BID THE 2024 RESIDENTIAL SOLID WASTE DISPOSAL AND RECYCLING SERVICES CONTRACT FOR THE RESIDENTS OF THE VILLAGE OF NEW CONCORD AND DECLARING AN EMERGENCY.

**WHEREAS**, the Village of New Concord 2018 Residential Solid Waste Collection Contract for Residents within the Village of New Concord will expire on February 29, 2024 and,

**WHEREAS**, the Village of New Concord desires to advertise for public bid the 2024 Residential Solid Waste Disposal and Recycling Services Contract.

**WHEREAS**, it is in the interest of the health, safety and welfare of the Village that this ordinance take effect immediately.


**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW CONCORD, STATE OF OHIO:**

**SECTION 1.** That the Mayor and the interim Village Administrator are hereby authorized to advertise for public bid the 2024 Residential Solid Waste Disposal and Recycling Services Contract in accordance with the specification to be prepared by the Administrator.

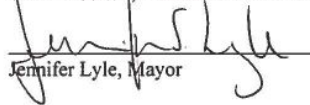
**SECTION 2.** It is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and all deliberations of this Council were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 5.** For reasons stated in the preamble hereto, which is made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in full force after its passage and approval by the Mayor.

PASSED: January 22, 2024

  
Steve Wootton, President of Council

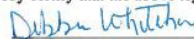
APPROVED: January 22, 2024

  
Jennifer Lyle, Mayor

ATTEST: 

Debra Whitehair, Interim Fiscal Officer

I hereby certify that the above legislation was posted per Ordinance No. L-1-84-1.

 Debra Whitehair, Interim Fiscal Officer



## Section VI: Recycling Facilities and Dump Sites Utilized

	<b>Name</b>	<b>Location</b>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____



## SECTION VII: BID FORMS

- \_\_\_\_\_ Bid Form 1: Bid Guaranty and Contract Bond
- \_\_\_\_\_ Bid Form 2: Non-Collusion Affidavit
- \_\_\_\_\_ Bid Form 3: Declaration of Delinquent Personal Property Taxes
- \_\_\_\_\_ Bid Form 4: Certification of No Personal Interest
- \_\_\_\_\_ Bid Form 5: Certificate of Bidder Unresolved Findings of Recovery  
With Auditor of the State
- \_\_\_\_\_ Bid Form 6: Contract
- \_\_\_\_\_ Bid Form 7: Village of New Concord Council Approval

**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Sureties, are hereby held and firmly bound unto the

VILLAGE OF NEW CONCORD, OHIO

as Obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to undertake the Project known as:

\_\_\_\_\_

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 to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) 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 name Principal has submitted a Bid for \_\_\_\_\_  
\_\_\_\_\_ for the Village of New Concord, Ohio;

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 Bid and the other contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent 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 lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent 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 null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; 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 the said Contract or in or to the Drawings or Specifications therefore shall in any wise affect the obligations of said Surety on its Bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_Principal

By \_\_\_\_\_

\_\_\_\_\_Surety

By \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

(SEAL)

IMPORTANT - Surety companies executing Bonds must be authorized to transact business in the State of Ohio.

**NON-COLLUSION AFFIDAVIT**

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED ON BEHALF OF THE BIDDER. IF THIS BID IS MADE BY A CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT.

State of Ohio                    )  
  ) SS  
County of Muskingum )

\_\_\_\_\_ (Name of Bidder or Bidders)

\_\_\_\_\_ Being duly sworn do/does depose and say that said Bidder, whose primary business address is:

\_\_\_\_\_ Type of Business

\_\_\_\_\_ Located at (address)

And that said Bidder's officers and employees are the only persons interested with the Bidder in the profits of the subject Contract; that the said Contract is made without any connection or interest in the profits thereof with any other person making any bid or proposal for said work; that the said Contract is on the Bidder's part, in all respects fair and without collusion or fraud; and, also, that no member of the Village Council, head of any department or bureau, or employee therein, or any officer of the Village of New Concord, is directly or indirectly interested therein.

Exceptions, if any:

\_\_\_\_\_

**Bidder:** \_\_\_\_\_

(signed) \_\_\_\_\_

Printed name & title: \_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn to before me, a Notary Public in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_ My commission expires

\_\_\_\_\_ (Notary Public)

THIS AFFIDAVIT MUST BE EXECUTED FOR THE APPLICATION TO BE CONSIDERED.



**VILLAGE OF NEW CONCORD**  
**CERTIFICATION OF NO PERSONAL INTEREST**

Under penalty of perjury, I hereby certify that:

1. I am not a family member of any public official or public servant of the Village of New Concord unless otherwise disclosed in writing to all officers and elected officials of the Village.
2. I am not a business associate of any public official or public servant of the Village of New Concord unless otherwise disclosed in writing to all officers and elected officials of the Village.
3. No officer, employee, or assignee of the undersigned contractor is a family member or a business associate of the Village of New Concord and has an ownership interest greater than 5% in the contractor's organization.
4. No owner, officer, employee, or agent of the contractor's organization gave, offered, or promised anything of value, including future benefits, to a public servant or public official of the Village of New Concord, other than the consideration expressly provided for in the contract.

DATE: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**CERTIFICATE OF BIDDER  
UNRESOLVED FINDINGS OF RECOVERY  
WITH AUDITOR OF STATE  
ORC §9.24 & §9.241**

CHECK & COMPLETE ONLY ONE:

Has NO unresolved finding of recovery with the State of Ohio Auditor, as defined by ORC §9.24 & §9.241;

Has the following unresolved findings of recovery with the State of Ohio Auditor, as defined by ORC §9.24 & §9.241;

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Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bidder:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**VILLAGE OF NEW CONCORD  
SOLID WASTE & RECYCLING  
COLLECTION SERVICES  
CONTRACT**

(Entries to be completed by Village upon award of Contract)  
(To be executed by Contractor in triplicate)

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
By and between the Village of New Concord (herein called the "Village") and \_\_\_\_\_  
\_\_\_\_\_ (herein called the "Contractor") for improving the project known as:

**2024 NEW CONCORD SOLID WASTE AND RECYCLING COLLECTION SERVICE**) (hereinafter called "Project").

In pursuance of the following, to-wit:

1. Resolution 2024-1-1 declaring it necessary to provide community services as stated by the provisions herein and passed by the Village Council on January 22, 2024, as duly advertised in The Daily Jeffersonian, commencing January 23, 2024.
2. Bids opened by the Village of New Concord Administrator and Clerk on 7th day of February, 2024.
3. Determination by the Village Council that \_\_\_\_\_ is the lowest and most responsive Bidder on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
4. Approved by Village Council \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.
5. Contract awarded \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACT (cont)

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the Village, for the consideration hereinbefore mentioned and contained, and under the penalty expressed in a bond provided herewith and hereto annexed, to furnish at the Contractor's own cost and expense all of the necessary labor, materials and/or equipment of every description, and to carry out and complete in good, firm, and substantial manner the furnishing of labor, material, and/or equipment contained in the Proposal,



in accordance with the specifications herein set forth, subject to such changes as may be made from time to time in accordance with the terms and conditions hereof by the Mayor of the Village.

All provisions of the bid documents are hereby embodied as a part of this Contract.

IN WITNESS WHEREOF, the Village of New Concord and the Contractor, through duly authorized representatives, set their hands the day and year aforesaid.

THE VILLAGE OF NEW CONCORD

By: \_\_\_\_\_  
Mayor Signature Printed Name

CONTRACTOR

By: \_\_\_\_\_  
Authorized Signature Printed Name

When Contractor is a corporation, add:

ATTEST: \_\_\_\_\_  
Witness Signature Printed Name

- Attch: Proposal & all attachments
- Performance Bond
- Certificate of Contractor's Insurance Coverage
- Certificate of Contractor's Worker's Compensation Coverage