



**Village of New Lexington  
215 S. Main Street  
New Lexington, OH 43764**

**BID PROPOSAL**

**ERIC EMMERT  
VILLAGE ADMINISTRATOR**

**BID OPENING: DECEMBER 9, 2021, at 10:00 AM**

**PROJECT: WASTE REMOVAL SERVICES CONTRACT**

**SUBMITTED BY:  
ADDRESS:**

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**PHONE:**

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**LEGAL NOTICE  
INVITATION TO BID**

**Sealed bids will be received by the Village of New Lexington, Perry County, Ohio, in the Municipal Building, 215 S. Main St., New Lexington, OH until 10:00 AM, Thursday, December 9, 2021, for the collection, transportation, and disposal of residential garbage and refuse within the Village.**

**Bid packets may be picked up at the Municipal Building. The Village reserves the right to reject any and all bids and to waive any defect in a bid which does not materially alter the contract document.**

**BID PROPOSAL FORM**

Residential Refuse and Garbage Collection - Estimated 1,500 Residences to the Village of New Lexington, Perry County, Ohio for furnishing the services as specified in the advertised Legal Notice to Bidders and according to the Bid Package with Legal Notice, Specifications and Bid/Contract. Documents for Residential Refuse and Garbage Collection:

The signer of this Bid Proposal Form, as Bidder, declares that the only person, persons, company or parties interest in this proposal as principals are named, that he/she has carefully examined the Form, Contract, and the Bid Package, that he/she or his/her representative has made such investigation as is necessary to determine the character and extent of the subject of the Contract, and he proposes and agrees that is this proposal is accepted, he will contract with the Village of New Lexington, in the form of Contract hereto attached, to furnish at his own cost and expense, all equipment, labor, and services for the Contract, within the time period specified in, and according to the Legal Notice to Bidders and Bid Package, for the following prices:

Bid price for weekly curbside refuse and garbage collection including a 96-gallon cart provided to each subscriber in accordance with, and subject to, all provisions, terms, conditions, and limitations contained in the Bid Package, which price reflects the cost of legal disposal.

The Contractor will invoice each customer for residential curb service.

**Bid Prices (rates per subscriber, per month including a 96-gallon cart provided to each subscriber):**

**Standard Rate:** \$\_\_\_\_\_

**Senior Rate:** \$\_\_\_\_\_

The bidder understands and agrees that the Village of New Lexington has full discretion to determine and award the Contact under the terms stated above and that in doing so its determination of the lowest responsive and responsible bidder.

Firm or Corporate Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(signature)

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

**NON-COLLUSION AFFIDAVIT**

State of Ohio

County of \_\_\_\_\_

Contractor: \_\_\_\_\_

Being first duly sworn, deposes and says that he/she is \_\_\_\_\_  
(Title)

of \_\_\_\_\_.  
(Company Name)

the party making the foregoing bid, and states that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his/her general business.

Signed: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021.

Seal

\_\_\_\_\_  
Notary Public

**Indemnification Agreement**

The Contractor shall indemnify and save harmless the Village of New Lexington, all agent, and employees thereof from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees arising out of, or resulting, from any of the activities of the Contractor in connection with the garbage, trash, refuse, recyclables and yard waste collection, transportation and disposal provided pursuant to the contract.

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

## **INTERPRETATION OF CONTRACT DOCUMENTS**

Except as otherwise, specifically provided, the following definitions shall apply:

1. The "Village" is New Lexington. Perry County. Ohio.
2. The "Council" are those elected officials serving as Village Council of the Village or New Lexington.
3. "Residential Premises" includes all single-family dwellings located within the above-referenced Waste Disposal District where either individuals or families dwell for a continued period of time.
4. Garbage shall be defined herein as:
  - a. All putrescible wastes except human excreta, sewage and other water carried wastes;
  - b. All normal household detritus, not to include materials generated by renovation of a residential property/land.

If a person, firm or corporation contemplating the submission of a Bid for this Contract is in doubt as to the true meaning of any part of the Specifications or other Contract Documents; such prospective Bidder may submit to the Administrator either a written or an oral request for an interpretation thereof within 5 business days of the bid submission deadline. The person, firm or corporation submitting the request shall be responsible for its prompt delivery. Interpretations will be made only by a memorandum duly issued by the Administrator, and a copy of such memorandum will be mailed or delivered to each person securing a set of Contract Documents, provided that a sufficient period of time is available for the issuance and delivery of such memorandum prior to the receipt of Bids.

## **INFORMATION FOR BIDDERS**

### **1. Receipt and Opening of Bids**

The Village of New Lexington (hereinafter called the "Village.") invites bids for an exclusive contract for the collection, transportation and disposal of residential garbage and refuse within the Village or New Lexington.

Bids will be received by the Village Administrator, 215 South Main St. New Lexington, OH 43764, until December 9, 2021, at 10:00 AM. At that time, the Bids will be publicly opened and read aloud at the Municipal Building 215 S. Main Street. The envelope containing the Bids must be sealed, addressed to Village Administrator, 215 South Main St. New Lexington, OH 43764 marked "Refuse Bid".

The Village may waive informalities and reject any and all bids. The Village reserves the right to hold bids for a period of sixty (60) days after the opening for evaluation of both the bids and contracts. The award of the contract may be made at any time during that period. The Village may waive any technical requirements and accept any bid, which is deemed by the Village to be the lowest and best bid. No bid will be allowed to be withdrawn for any reason after it has been deposited with the Village. Any bid received after the time and date specified will not be considered.

### **2. Preparation of Bid**

Each bid must be submitted on the forms provided. All blank spaces for bid prices must be filled in, with ink or typewritten. No additional prices or qualifying clauses shall be written.

Each bid must be submitted in a sealed envelope bearing on the outside the designation "Refuse Bid" and the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the bid must be in another envelope addressed as specified.

### **3. Bid Guarantee**

Each bidder is required to file with this bid a certified check or cashier's check or a bid bond in the amount of fifty thousand dollars payable to the Village of New Lexington.

### **4. Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **5. Liquidated Damages for Failure to Enter into A Contract**

If the successful bidders fail or refuse to execute and deliver the Contract, insurance and bond required within ten (10) days after the Bidder has received notice of the acceptance of his/her/its bid, the bid guarantee deposited with the bid shall be forfeited to the Village as liquidated damages for such failure or refusal.

### **6. Qualification of Bidder**

In addition to the "Statement of Qualification" in the Proposal, the Village may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the Village all such information and data for this purpose that the Village may request. The Village reserves the right to reject any bid if the evidence submitted or investigation of the Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Contract.

**7. Conflicts of Interest**

No officer, member or employee of the Village and no member of its governing body shall have any personal or pecuniary interest, direct or indirect in this contract or the proceeds thereof.

**8. Discrimination**

The successful Bidder or any person acting on the successful Bidder's behalf shall not, by any reason of race, color, religion, sex, age, handicap, ancestry, national origin or any other classification protected by law, discriminate against any individual in the employment of laborers or workers who are qualified and available to perform the work to which the employment relates. Further, the successful bidder shall not discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, handicap, ancestry, national origin, or any other classification protected by law. The contract may be canceled or terminated by the Village for violation of the terms of this section of the Contract.

**9. Laws and Regulations**

All applicable Federal, State, and local laws, resolution, rules, and regulations shall apply to the Contract entered into by the Village,

**10. Estimated Users**

The estimated number of subscribers in the Village of New Lexington for 2021 is approximately 1,500.

**11. Information to be Submitted with Bid**

In addition to the "Statement of Qualifications," the following information shall be submitted with the Bid:

- a. Evidence that the Bidder has an available landfill and/or other means of disposal which meets the laws of the State or Ohio and/or other Regulatory Authorities of Government.
- b. A certificate from an insurance carrier certifying that the necessary insurance coverage will be furnished by the Bidder in the amounts or and subject to the conditions provided in the Specifications.

**12. Bid Submission Checklist**

- \_\_\_ 1. Bid Proposal
- \_\_\_ 2. Bid Guarantee
- \_\_\_ 3. Statement of Qualifications with attachments
- \_\_\_ 4. Non-collusion Affidavit
- \_\_\_ 5. Evidence of available Landfill or other means of disposal
- \_\_\_ 6. Certificate from insurance carrier that coverage's will be furnished
- \_\_\_ 7. Indemnification Agreement



## **SPECIFICATIONS**

### **1. Statement of Intent**

The Village or New Lexington is soliciting Bids with the intent or entering into an exclusive Contract for the collection, transportation and disposal of garbage and refuse in the Waste Disposal District. These Specifications set forth all conditions and requirements of the Contract to be entered into by the Village.

### **2. General Provisions**

The Contractor shall provide weekly collection of garbage and refuse from single-family residences within the boundaries of the Village of New Lexington and shall transport such garbage and refuse to an approved landfill or other lawful disposal point.

### **3. Indemnification**

The Contractor shall indemnify and save harmless the Council, the Waste Disposal District and the Village and all agents, officers, employees, and representatives from any and all claims, damages, or causes of action arising out of, caused by, or as a result of the Contractor's operations and duties under the Contract.

### **4. Definitions**

The following definitions are adopted for the purpose of these Specifications:

"Village" means the Village of New Lexington, Perry County, Ohio.

"Council" means the Village Council or the Village of New Lexington, Perry County, Ohio.

"Contract" means the contract for the collection, transportation and disposal of garbage and refuse entered into by the Village Council and based on the Specifications herein provided.

"Contractor" means the provider of services to the Waste Disposal District for the collection, transportation, and disposal of garbage and refuse pursuant to the Contract with the Village for such services. As used in these Specifications.

"Contractor" also means the employees, agents and representatives of the provider of such services.

"Garbage" includes all putrescible wastes including vegetable and animal offal but excludes recognizable industrial by-products.

"Household Hazardous Waste" shall mean those items defined as household hazardous waste by the Solid Waste Authority of Central Ohio and shall include paint, gasoline, pesticides, cleansers, etc., that can cause injury or are harmful to people and the environment.

"Refuse" includes non-putrescible, non-liquid waste, such as ashes, cinders, tin cans, glass, bottles, rags, paper, wood, paper boxes. "Refuse" does not include yard waste or large household objects such as earth, sand, bricks, stone, plastic, or other substances that may accumulate as a result of building construction, remodeling, or alterations, or inoperable household appliances which items are separately addressed elsewhere in these Specifications.

"Bulk Item" includes any item that is 50 pounds or less and less than 4 feet in length.

"Waste Disposal District" means the Village of New Lexington and is currently composed of all residential premises located in the Village.

## **5. Insurance**

The Contractor shall carry sufficient automobile, public liability and property damage insurance to protect the Contractor and the Waste Disposal District and the Village, as named insured, from claims for personal injury and property damage that may arise from the operations undertaken pursuant to the Contract. Each or such policies or insurance shall provide coverage in the following minimum amounts: For personal injury: \$1,000,000.00 each person and \$1,000,000.00 for each occurrence with no aggregate limit; for property damage: \$1,000,000.00 for each occurrence with an aggregate limit of not less than \$3,000,000. Certificates of insurance acceptable to the Village shall be filed with it at the time the Contract between the Village of New Lexington and the Contractor is executed. The certificates shall contain provision that coverage afforded under the policies shall not be canceled or reduced until at least thirty (30) days after written notice has been given to the Village. The Village shall be included, as named insured on all the insurance policies required hereby.

## **6. Workmanship**

All work and operations performed by the Contractor, subcontractors or any agents or employees in connection with the contract shall be performed in a careful, competent and workmanlike manner and in accordance with the terms of the Contract and all applicable laws, rules and regulation, including, but not limited to the rules and regulations of the Waste Disposal District, Village of New Lexington, and the State of Ohio.

## **7. Collection Vehicles**

The Contractor shall use enclosed, leak proof, packer type truck bodies. The trucks shall be kept in good and efficient working order to ensure proper and efficient service to the Waste Disposal District. Each vehicle shall be clearly marked on each side with the name of the Contractor. All equipment shall be maintained in good condition and washed and painted uniformly.

## **8. Exclusive Privilege**

The Contractor shall have the exclusive privilege of collecting, transporting, and disposing of garbage and refuse from residential premises in the Waste Disposal District for the duration of the Contract. Effective January 1, 2022, any hauler or person other than the Contractor providing collection, transportation, and/or disposal of garbage and refuse within the Village of New Lexington shall be subject to the fines and penalties provided in Ohio Revised Code § 505.27(A)(2)(b).

## **9. Collection**

The Contractor shall collect garbage and refuse from all residential premises in the Village once each week. The Contractor shall submit a collection schedule to the Village within thirty (30) days after the award or the contract.

The Contractor shall not begin any collection day before 7:00 a.m. not to continue past 7:00 p.m.

Observed holidays shall be New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. If a collection day falls on a holiday, collection shall be one day later than the regularly designated collection day.

## **10. Disposal**

All garbage and refuse collected by Contractor in the Waste Disposal District must be disposed of in the Coshocton Fairfield Licking Perry Solid Waste District.

**11. General Conditions**

The Contractor shall not subcontract or assign responsibilities for collection within the Village of New Lexington without the express written consent of the Village.

This Contract shall not be amended or changed in any form and addendums to this Contract are prohibited.

The Contractor shall provide a minimum 10% senior citizen discount to all subscribers who are age 65 or older.

**12. Pick-up Location**

The contractor shall make, pick-ups at the curb line, edge of pavement, edge of alleys or alternative areas.

**13. Collection Conditions**

The Contractor shall provide sufficient packer type trucks to provide pick-up service for all garbage and refuse from all residential premises of the Village of New Lexington and transportation of such materials to a landfill or other approved site for disposal in the Coshocton Fairfield Licking Perry Solid Waste District.

The Contractor is responsible for cleaning up all leaks and spills of garbage and refuse and shall also be responsible for the clean-up of all hydraulic or other fluids leaked or spilled from collection vehicles. All such clean-ups are required to be performed as soon as possible but in any case, such clean-up shall be commenced within eight (8) hours.

**14. Collection Containers**

The Contractor shall provide each residential premise with one (1) ninety-six (96) gallon cart.

Any additional containers provided by the Contractor or requested by the residents shall be billed directly to the resident.

**15. Garbage, Refuse and Bulk Items**

The Contractor shall collect all garbage and refuse generated by each residential premises as long as the garbage and refuse are placed inside an acceptable container or cart, or the garbage and refuse are bagged, boxed, or bundled and placed in the appropriate location for collection. The Contractor shall pick-up one Bulk Item per week for each residential premises at no additional charge.

The Contractor shall not be required to collect animal waste unless it is wrapped and is undetectable by odor.

Refuse of a commercial nature, such as automobile or truck parts, tree trunks, large tree stumps, sand, bricks, stone, plaster, ashes, or other substances that may be accumulated as a result of building construction, remodeling, alterations and/or yard removal shall not be picked up under the Contract. Collection of significant quantities of this type of material shall be classified as extra service and may be handled by the Contractor at rates specified by the Contractor with payment made by the resident directly to the Contractor.

Household hazardous waste shall not be collected by Contractor. In the Letter to the Village the Contractor shall advise the Village of locations that will accept hazardous waste.

## **16. Service to the Village**

The Contractor shall provide the following commercial services, free of charge, to the Village:

- Village Garage
- City Hall
- Community Building
- Swimming Pool
- Water Plant
- Wastewater Plant
- Baseball Concession Stand

The Contractor shall empty each of these dumpsters on each collection day, or as otherwise provided by the Village, and transport the contents to an authorized disposal site.

## **17. Termination for Cause**

Either the Village or the Contractor may terminate with cause the contract within 120 days by registered or certified mail notification to the other party. If the Village determines that the work is not being performed in a satisfactory manner, then the Village will so notify the Contractor, who will then immediately rectify the problem areas. Excessive complaints or failure to rectify the source of such complaints will be grounds for revocation of the contract, within a thirty (30) day cure period.

The Village reserves the right to terminate this contract immediately upon written notice by registered or certified mail to the Contractor if the Contractor is adjudged as bankrupt, makes a general assignment for the benefit of its creditors, has a receiver appointed on account of its insolvency or Contractor is unable or unwilling to provide the services required of this agreement due to closure or lack of accessible landfills, labor disputes or any other action that prevents delivery of services.

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

## **18. Bid Price**

The Bid Price must be one price per residential premises from January 1, 2022 through December 31, 2024. Contractor may, at its discretion, increase its Bid Price each year of the Contract no more than 3%. The Bid Price may be renegotiated for the Optional Extension Period, provided that the Bid Price for the Optional Extension Period shall not exceed 110% of the Bid Price as of the end of the original Contract period.

## **19. Optional Extension Period**

Prior to the Contract termination date, the Village may renegotiate with Contractor the terms of the Contract to extend the Contract. If an extension is granted, the Contract may be extended for up to three (3) years.

## **20. Franchise Fee**

The Village of New Lexington requires a 3% franchise fee paid annually in the first quarter of the following year.

**21. Billing and Charges**

The Contractor will invoice each Customer for waste removal services.

This Village of New Lexington and Contractor, intending to be bound, have caused their proper and duly authorized officers to execute and deliver this Contract as of the dates written below.

**VILLAGE OF NEW LEXINGTON**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date