



Residential Trash Collections and Recycling Services
Bid Specifications & Documents

July 2023

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**NOTICE FROM THE CITY OF NEW CARLISLE, OHIO
REQUEST FOR BIDS**

Sealed bids will be received, in person or by mail, by the City of New Carlisle, at the Office of the City Manager, 331 South Church Street, New Carlisle, Ohio, 45344-0419, for the exclusive franchise for the curbside collection of residential trash and recycling services in the City of New Carlisle, Ohio from July 31, 2023, until 10:00am on August 21, 2023. Sealed bids will be publicly opened and read aloud at 10:15am on Monday, August 21, 2023, at the New Carlisle Fire Station, located at 315 North Church Street, New Carlisle, Ohio 45344.

In accordance with the Ohio Revised Code, Section 307.87(A), notice is hereby given that this notice will be published in the Springfield News Sun newspaper on the following dates:

- July 31, 2023
- August 7, 2023
- August 14, 2023.

This notice will also be published on the City of New Carlisle's webpage addressed at www.newcarlisleohio.gov between the dates of July 31, 2023 and August 21, 2023 (posting will be removed from webpage at 10:00 A.M. on 08/21/2023). Once at the address location, please click the clearly identifiable link titled "*Notice from the City of New Carlisle - Request for Bids*". A copy of this notice, bid specifications, contract documents, bid forms, and other appropriate papers may be obtained by clicking the link or by emailing Howard Kitko at hkitko@newcarlisleohio.gov. A copy of this notice, and applicable documents, will also be posted in the foyer of the City Building addressed at 331 S. Church Street, New Carlisle, OH 45344.

Each bid must contain the full name of each person, firm, company and/or corporation interested in the same and must be accompanied by a BID BOND or CERTIFIED CHECK in the sum of five-thousand dollars (\$5,000.00) as a guarantee that if a bid is accepted a contract will be entered into and its performance properly secured. All such bid bonds or checks will be returned to the respective unsuccessful Bidders within sixty (60) days after the bids are opened, but in no event before a contract is executed with the successful bidder. The bid bond or check of the successful bidder will be returned to the Contractor when the Contract is executed, and a satisfactory performance bond is delivered to the city. The amount of the performance bond shall be equal to the first year of the contract price. Bids must be submitted in a sealed envelope marked "RESIDENTIAL TRASH COLLECTIONS AND RECYCLING SERVICES PROPOSAL".

The City of New Carlisle, Ohio, reserves the right to accept or reject any and all bids, to waive any irregularities in the bids; and to enter into a contract with the bidder, who in its consideration, offers the lowest and best bid, which is the lowest responsive and responsible bidder.

Publication Dates: Springfield News-Sun	7/31/23, 8/7/23, & 8/14/23
City Building Foyer	7/31/23 - 8/21/23 (Until 10AM)
www.newcarlisleohio.gov	7/31/23 - 8/21/23 (Until 10AM)

INSTRUCTIONS TO BIDDERS

The City of New Carlisle is seeking bids for trash collection and recycling services for the residential segment of the city.

We have outlined these services in the following manner:

- Primary Bid
 1. Three levels of Flat Rate Service with hauler supplied carts for trash and recycling.
 - a. Cost for additional carts for trash and recycling
- Alternative Bid
 1. Cost of Service with customer supplied trash carts and no service levels. Hauler will supply the Recycling Cart.
 - a. Cost of trash cart and extra recycling cart should customer request
- Miscellaneous Bid Information
 1. All services without an administrative or franchise fee.
 2. No trash bags permitted to be placed at curb for service pick-up.

*****Please note that an amount must be inserted for removal of CFCs on page 8*****

Bids are due by 10:00am on Monday, August 21, 2023, at 331 S. Church St., New Carlisle, OH 45344. Bids will be opened at 10:15am, Monday, August 21, 2023, at the New Carlisle Fire Station, located at 315 North Church Street, New Carlisle, Ohio 45344.

Bids must be submitted in a sealed envelope marked “RESIDENTIAL TRASH COLLECTIONS AND RECYCLING SERVICES PROPOSAL”.

The contract will be effective December 02, 2023

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the City of New Carlisle until 10:00 a.m. on Monday, August 21, 2023, for an exclusive Three (3) year contract, with extension options of one or two years (per section 1060.02(a) of the New Carlisle Codified Ordinances), to perform residential trash collection and recycling services.
2. Bids must be submitted in a sealed envelope marked “RESIDENTIAL TRASH COLLECTIONS AND RECYCLING SERVICES PROPOSAL”.
3. Bidders must submit bids for all required services, as outlined on page 2, to be considered unless otherwise instructed.
4. Any bidder may withdraw his/her bid at any time prior to the scheduled opening time for the bids. No bid may be withdrawn for a period of sixty (60) days after bid opening.
5. Each proposal shall be made on the attached BID FORM, which shall be signed, with the full name of each company by a duly authorized officer thereof stating his/her title, with a complete mailing address and telephone number.
6. Each Bidder shall submit either a BID BOND or a CERTIFIED CHECK with BID FORM.
See #20 in the “Bid Specifications” for more information.
7. Each Bidder shall submit a copy of the latest available certified financial statement with proposal.
See #21 in the “Bid Specifications” for more information.
8. Bidder shall submit a State of Ohio Business License.
See #15 in the “Bid Specifications” for more information.
9. Bidder shall be prepared to submit a performance bond upon entering into a contract.
See #22 in the “Bid Specifications” for more information.
10. Indemnity / Insurance Information
See #23 in the “Bid Specifications” for more information.
11. Each bidder will submit evidence of operational experience.
See #16 in the “Bid Specifications” for more information.
12. Each bidder will provide a list of the equipment that will fulfill the provisions of the bid specifications.
See #18 in the “Bid Specifications” for more information.
13. Each bidder shall complete and submit the attached Non-Collusion Affidavit, Personal Tax Delinquency Affidavit, and Proof of Responsibility/Qualifications forms.
14. Each bidder shall provide either evidence of its right to use a disposal area.
See #17 in the “Bid Specifications” for more information.

15. Each bidder shall submit the requested days for the collection of trash and recyclables, including collection times.
See #7 and #8 in the “Bid Specifications” for more information.
16. Each bidder shall submit its procedures for the collection of bulk waste.
See #5 in the “Bid Specifications” for more information.
17. Each bidder shall adhere to the terms of the Employee-Employer Personnel Requirements.
See #14 in the “Bid Specifications” for more information.
18. Each bidder shall provide examples of Community Notifications.
See #9 in the “Bid Specifications” for more information.

The City of New Carlisle may make any investigation of a bidder as it deems necessary to determine the ability of a bidder to perform the work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any bid if the evidence submitted by, or other investigation of the bidder fails to satisfy the City that the bidder has the proper qualifications to perform the work in accordance with the Contract Agreement.

It is the intent of the City to award the Contract Agreement to the lowest and best bidder, which is the lowest responsive and responsible bidder that has been submitted in accordance with the requirements of the bidding documents. However, the City reserves the right to accept the bid which, in the City’s judgment, is in the best interest of and most advantageous to the City. The City reserves the right to waive irregularities, reject any or all bids or to hold bids for up to sixty (60) days. The city will reject a bid not accompanied by a Bid Bond or by other data required by the Bidding Specifications, to reject a bid, which is in any way incomplete or irregular, and to re-bid the work at a later date if all bids are rejected.

All changes in specifications as herein set forth will be by written addendum only. No oral changes are authorized, and all communications shall be acted upon as the sole responsibility of the bidder. All questions regarding the specifications shall be emailed to Howard Kitko, Interim City Manager, at hkitko@newcarlisleohio.gov no later than five (5) days before the date of opening of the bids.

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION STATEMENT

The City of New Carlisle pledges to provide equal opportunity without regard to race, color, creed, national origin, sex, age, or disability. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer, or demotion; recruiting, advertising or solicitation for employment; treatment during employment, rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

The City of New Carlisle pledges to provide equal opportunity without regard to race, color, creed, national origin, sex, age, or disability to all Bidders who are interested in submitting a bid to said city.

This EEO/Affirmative action statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive Order 11246, dated September 24, 1964; Executive Order 11375, dated October 13, 1969; and the City of New Carlisle Ordinance 78-07.

NON-DISCRIMINATION

1. Both parties agree:
 - That, in the hiring of employees for the performance of work under the contract or in any subcontract, no contractor or subcontractor, by reason or race, color, religion, sex, age, disability, or military status as defined in section 4112.01 of the Ohio Revised Code, national origin or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the agreement relates;

 - That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the agreement on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.

2. ETHICS LAW: By signing this Agreement, both parties certify that they are currently in compliance with and will continue to adhere to the requirements of the Ohio Ethics Law as provided by Ohio Revised Code Sections 102.03 and 102.04.

3. CIVIL RIGHTS: Both parties agree that in the performance of this agreement there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or any other factor specified in the Civil Rights Act of 1964 and subsequent amendments. Also included is the Americans with Disabilities Act. It is further agreed that both parties will fully comply with all applicable Federal and State laws regarding such discrimination and the right to and method of appeal will be made available to all persons served pursuant to the terms of this agreement.

BID SPECIFICATIONS FOR TRASH COLLECTION AND RECYCLING SERVICES NEW CARLISLE, OHIO – 2023

1. INTENT AND PURPOSE

Included below are the specifications for residential trash collections and recycling services to be provided to the residents of the City of New Carlisle, Ohio. Unless otherwise provided by law, only the franchised operator will be permitted to collect residential trash and recyclables, as noted.

With respect to the collection and disposal of residential trash and recyclables, the general intent and approach of the City of New Carlisle is to provide, by means of a franchise permit, a system of collection whereby the residents utilize a system designated by Council. Trash and recyclables will be collected and disposed of by the franchise Permittee utilized by the successful Bidder. Residents pay for these services solely through the system that Council chooses to be the best in the cities interest.

2. STATISTICS

Population of the City of New Carlisle is approximately 5,550, currently consisting of approximately 2100 household units which would constitute potential trash customers. Land annexed or residentially developed during the term of this contract shall be included in the service area covered under this contract.

Attached to this document, as Exhibit's "A" and "B" which are site plans for two new residential developments that will see early phases completed during the life of this contract. The full build out of these developments is projected to be 10 years and combined will add approximately 720 rooftops.

A map of the City of New Carlisle is attached to this document as Exhibit "C".

3. DEFINITIONS

As used in these bid specifications, the following terms, phrases, and words shall have the meanings set forth below:

- A. Bidder: The contractor or vendor who responds to the invitation to bid.
- B. Bulk Items: Discarded household goods, such as: furniture, springs and mattresses, stoves, ranges, refrigerators, dishwashers, dryers, hot water heaters, wood, toys, porcelain, carpeting, leather, rubber products, excessive fruits from trees on residential property, and other similar items.
- C. City: The City of New Carlisle, Ohio.
- D. City Facilities: Any building, facility, or parkland owned or operated by the city.
- E. City Manager: The City Manager, Interim and Acting included, for the City of New Carlisle, Ohio
- F. Commercial Operator: A person who owns or operates a store, restaurant, industry, institution, or other similar place, public or private, charitable, or non-charitable, where garbage or refuse, or both, is created or accumulated.
- G. Garbage: Putrescible wastes, except human excreta, sewage, and other water-carried wastes, and includes all vegetable and animal offal, and other such substances from public and private establishments and residences.
- H. Owner: The titled property owner of a residential unit (as reflected in the records of the Clark County Auditor's Office).

- I. Permittee: The franchise utilized by the successful Bidder who is duly authorized to collect trash and recyclables.
- J. Recyclable: Refers to those materials that may be reprocessed into a new product. Specifically, for the purpose of these specifications, the term “recyclable” shall include, but is not limited to:
1. steel and tin cans
 2. aluminum bi-metal beverage containers
 3. rigid plastic containers
 4. all types and colors of glass containers
 5. all clean paper, including but not limited to newspaper, periodicals, and other mail.
- K. Refuse: Ashes, glass, crockery, tin cans, paper, boxes, rags and old clothing, bottles, carpeting (bundled and tied and not exceeding three square feet in cross sectional area per bundle), and any other household discards that will not fit into authorized containers. It shall not include any material such as earth, sand, brick, stone, plaster, or other substances that may accumulate because of construction or remodeling operation. It shall not include grass cuttings, hedge cuttings, tree trimmings, tree limbs, the debris resulting from the removal of entire trees, nor other types of yard trash.
- L. Resident: The head of a family or one maintaining separate living quarters and shall include all owners, tenants, or occupants of all premises, including multi-family dwellings, where garbage or refuse, or both, is and are created.
- M. Residential Unit: Defined as any residential dwelling unit that consists of no more than two separate individual dwelling units within the same structure with two separate entrances.
- N. Special Event: Any event the city needs additional service(s) and is listed as a special event on page 14 of this document. The City will place notification at least thirty (30) days in advance of such special event.
- O. Trash: Any combination of terms garbage, refuse, bulk items, and yard waste.

4. CURBSIDE RECYCLING

- The trash collection services to be performed under the franchise agreement shall include, at no cost to the user, curbside recycling of those materials designated as recyclables herein.
- The residents will separate recyclables from the other trash, with the recyclables being placed into a recycling cart. (1) Recycling cart is to be provided by the Permittee to the users at no additional cost.
- Recycling pickup will be weekly and on the same day as trash collection. Permittee is responsible for advising the city and its residents of such schedule. Permittee shall also keep recyclables separate from other refuse.
- Bidders shall demonstrate in writing as part of their bid the capability to process and market recyclables to the satisfaction of the City Manager.
- If the Permittee has a Recycling Incentive Program for residents to participate in, please include information on such program with the bid proposal.

5. BULK ITEM PICK-UP

The Permittee shall be required to pick-up, at no additional cost, bulk items as defined herein on a regularly scheduled collection day, provided that the resident gives the Permittee a minimum of three business days' advance notice of the nature of the bulk item to be picked up. Bulk pick-up will be limited to two items per month, at no cost to the residents. The cost of any additional items will be at the Permittee's discretion and will be paid directly to the Permittee.

It is the responsibility of the Permittee to disclose its procedures for the collection of bulk waste.

Any such bulk item that contains chlorofluorocarbon refrigerants (CFC's) shall be disposed of in the following manner. The residents may have the CFC's removed by a certified technician at the resident's expense and shall provide to the Permittee documentation verifying the removal of the CFC's so that the Permittee may lawfully dispose of said item in a landfill.

Alternatively, the resident may notify the Permittee of the need for pick-up of the item containing CFC's and the Permittee will arrange a special collection of the item and undertake the removal of the CFC's by a sub-permittee.

The cost to the resident for the latter alternative shall be \$ _____ payable to the Permittee upon such terms as the Permittee shall designate.

6. YARD WASTE

Yard waste includes grass clippings, leaves, limbs, branches, pruning, hedge trimmings, sod, Christmas trees and other plant material. No rocks and minimal dirt should be included in the yard waste.

Yard waste must be prepared in one of the following methods:

- A. Placed within the trash container with regular trash with limbs and branches broken to fit and cart lids being able to close
- B. Residents cannot place yard waste bags outside of the container for collection.

Please note, the city offers its residents free limb and brush pick-up service

7. PICK-UP SERVICE SCHEDULE

Pick-up services for both trash collection and recycling services for all residences shall be accomplished during the hours of operation set forth below. The collection day will be agreed upon between the City and Permittee prior to awarding the contract. The collection of both trash and recycling will be accomplished on the same day of the week.

8. HOURS OF OPERATION

Unless otherwise ordered by the City Manager or their authorized agent, the collection of trash and recyclables shall not commence before 7:00 A.M. and shall be completed by 6:00 P.M. on a single day. No collection shall be made on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On those occasions when trash or recyclables are not collected because of a holiday, collections will be made the following day, between 7:00 A.M. and 6:00 P.M. Other changes in the collection schedule must be approved, in writing, by the City Manager before being implemented.

9. COMMUNITY NOTIFICATION

The Permittee shall provide necessary letters, flyers, handouts, calendars, and/or emails needed to inform the residents of the program requirements and guidelines and to advise of any subsequent changes that may occur during the life of this contract. This shall include the Permittee's procedure for container delivery.

The Permittee will also provide the residents and the city its office location, phone number, email address, cell phone number, fax number, and responsible person(s) in charge at all hours.

10. PREPARATION OF TRASH

All refuse and garbage shall have drained from it, as far as practicable, all free liquid before being placed into the containers for collection. The separation of combustible and noncombustible refuse and garbage will not be required. Please refer to the Yard Waste and Bulk Item Pick-Up above for more information on these services.

11. COMPLAINTS

The City Manager shall have the right to determine the validity of complaints made by residential users of garbage and refuse collection services as to the failure of the Permittee to conform to the requirements of the franchise agreement and these specifications.

The City shall immediately inform the Permittee of any complaints made by residents of the City that in any way pertains to the services provided under the franchise agreement. Within seven (7) days of receiving notice of such a complaint, Permittee shall inform the City in writing of what action, if any, it has taken in response to the complaint of the resident.

The Permittee shall provide a toll-free number for customer service that will be available to the residents during normal business hours.

12. REPORTING

Permittee shall submit an annual report on the local waste collection and recycling program including solid waste and recycled materials tonnage.

13. CITY FACILITIES AND SPECIAL EVENTS

Trash and Recycling services at City owned facilities and certain special events will be at no cost to the city. Listed below are all city operated facilities and city Special Events with their needed container size, address, scheduled pick-up dates, and the quantity of containers needed:

1. City Facilities:

- (a) City Pool – 215 East Lake Avenue
Seasonal: May 1st to September 15th
Trash: One (1) 6-yard dumpster, locking; Pick-Up Weekly
- (b) Street Department – 803 West Jefferson Street
Trash: One (1) 6-yard dumpster; Pick-Up Weekly
- (c) City Garage / Water Department – 432 North Main Street
Trash: One (1) 4-yard dumpster; Pick-Up Weekly
- (d) Cemetery – 11545 Musselman Road
Trash: One (1) 4-yard dumpster, locking
Pick-Up: Weekly, April to November
E/O WEEK, December to March
- (e) Fire Station – 315 North Church Street
Trash: One (1) 6-yard dumpster, locking; Pick-Up Weekly
- (f) Wastewater Treatment Plant – 1 Garfield Street
Trash: One (1) 3-yard dumpster, casters; Pick-Up Weekly
- (g) Smith Park Shelter House #1 – 801 West Jefferson Street
Trash: One (1) 4-yard dumpster; Pick-Up Weekly
- (h) City Administration Building – 315 South Church Street
Trash: One (1) 6-yard dumpster, locking; Pick-Up: Weekly
Recyclables: One (1) 6-yard dumpster, locking; Pick-Up: Weekly
- (i) Haddix Ball Field - 534 North Main Street
Seasonal: April 1st to August 1st
Trash: One (1) 8-yard dumpster, locking; Pick-Up Weekly
- (j) Smith Park Shelter House #2 - 810 West Washington Street
Trash: One (1) 4-yard dumpster; Pick-Up Weekly
- (k) Sheriff's Substation - 101 S. Main Street (Collection on W. Washington)
Trash: One (1) 96-Gallon cart: Pick-Up Weekly
Recyclables: One (1) 96-Gallon cart: Pick-Up Weekly

2. *Special Events:*

(a). Annual Christmas Tree Collection

1. The Permittee shall hold a special collection in January of each calendar year to recycle live Christmas trees from residential units at no additional cost.

14. EMPLOYER-EMPLOYEE PERSONNEL REQUIREMENTS

Employees are to wear clothing or clearly legible tags identifying the name of the Permittee and the name of the employee.

Any official or employee of the Permittee using improper or vile language, being under the influence of liquor or illicit drugs while on duty, or demanding or accepting pay from citizens for services rendered, or falsifying any report he may be called upon to make, or refusing to collect and remove garbage, refuse or recyclables as herein defined, without being paid for same, except as is provided and allowed in this contract, or who is, in the opinion of the City Manager incompetent to perform the work assigned to him by the contractor, shall immediately be removed from said work and be barred from further employment in said work in New Carlisle. A personnel list may be requested from the Permittee by the City.

15. LICENSE

Evidence must be submitted to the city proving the bidder is in good standing under the laws of the State of Ohio, and, in the case of corporations organized under the laws of any other State, evidence that the bidder is licensed to do business and in good standing under the laws of the State of Ohio.

16. EVIDENCE OF OPERATIONAL EXPERIENCE

Evidence must be submitted to the City that the bidder has operating experience in municipal Solid Waste and disposal and Recyclable Materials collection and marketing to sufficiently perform the contract. Each bidder will provide a complete list of references with full names, addresses, and telephone numbers of the municipalities and other major customers presently being served by the bidder.

17. DISPOSAL FACILITIES

Each bidder shall provide either evidence of ownership or a non-cancellable agreement and right to use a disposal area approved by the Governing body having jurisdiction over the disposal area for the full term of the contract and such evidence and agreement shall accompany each bid and be considered to be an integral part thereof.

18. EQUIPMENT

Each bidder shall submit with its bid proposal specifications of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling garbage and refuse shall be of late model steel bodies with steel covers, be leak proof and of the automatic packer type. The equipment shall be in such condition that the schedule of collections can be maintained. Breakdowns or faulty equipment will not be sufficient reason for deviating from this schedule. The minimum equipment required for this contract shall be two (2) twenty (20) cubic yard automatic packers with

evidence of standby capacity in case of breakdowns. Equipment must be available for inspection during the life of the contract.

The Bidder shall also submit its procedures for controlling noise, dust, litter and road damage from waste collection operations and vehicle speed (including GPS or other vehicle tracking software)

19. TAXES

The City of New Carlisle levies a tax on income and profits and the Permittee receiving the contract will be subject to the provisions of City ordinances relating to the municipal income tax of the City of New Carlisle.

20. BID BOND / CERTIFIED CHECK

Each bid must contain the full name of each person, firm, company and/or corporation interested in the same and must be accompanied by a BID BOND or CERTIFIED CHECK in the sum of five thousand dollars (\$5,000.00) as a guarantee that if a bid is accepted a contract will be entered into and its performance properly secured.

All such bid bonds or checks will be returned to the respective unsuccessful Bidders within sixty (60) days after the bids are opened, but in no event before a contract is executed with the successful bidder.

The bid bond or check of the successful bidder will be returned to the Contractor when the Contract is executed, and a satisfactory performance bond is delivered to the City. The amount of the performance bond shall be equal to the first-year contract price.

21. FINANCIAL STATEMENT

Each bidder shall provide a copy of the latest available certified financial statement of the bidder (or for an individual subsidiary, its parent corporation's financial statements is acceptable if division financial statements are not prepared and generally available) certified by a recognized firm of independent certified public accountants.

22. PERFORMANCE BOND

Upon the award of a contract hereunder, the Permittee agrees to furnish a performance bond in an amount equal to the first-year contract price. The Performance Bond must be with good and sufficient surety to be approved by the Director of Law of the City, conditioned that the Permittee shall collect and dispose of all garbage, refuse, recyclables, bulky items and dead animals in a good, proper, and lawful manner, and in compliance with the ordinances of the City and the rules of the applicable boards of health, and shall at all time abide by and fulfill the obligations of the contract and save the City harmless from any and all damages in connection with the collection and disposal of garbage, refuse, recyclables, yard waste, and bulk items.

23. INDEMNITY AND INSURANCE

The Permittee shall indemnify and save harmless the City and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and

demands or any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property, by reason of any act, omission, neglect, or misconduct of said Permittee, his agents or employees in the execution of the contract.

In addition, the Permittee shall file with the City evidence of a commercial general (public) liability insurance policy in an amount of not less than one million dollars (\$1,000,000.00) and thereafter keep same in full force and effect with an insurance company authorized to do business in the State of Ohio. The policy shall insure the City and the public against any loss or damage that may result to any person or property from the operation of the Permittee's collection, transportation and disposal activities.

In addition, the Permittee shall carry business automobile liability coverage for each, and every vehicle owned or operated by the Permittee with single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) and one hundred thousand dollars (\$100,000.00) respectively. A copy of such policy shall be provided to the City, upon request. Both the commercial general (public) liability insurance and business automobile liability insurance policies shall contain provisions naming the City as an additional insured and requiring that the City be provided with thirty (30) days advance notice, in writing, of cancellation or material change in the policies.

In the event of cancellation or material change in the Permittee's policies, the Permittee shall be in material breach of its obligations to the City. The City shall be provided a copy of the declaration page of both policies within 60 days of the Permittee receiving the contract.

24. TERMS OF CONTRACT

The contract contemplated by these specifications shall be for a three (3) year contract, with extension options of one or two years (per section 1060.02(a) of the New Carlisle Codified Ordinances). Should the City exercise this contract extension option, the Permittee shall be advised sixty (60) days in advance of the expiration of the current contract.

25. MODIFICATION TO CHARGES

The charges made by the Permittee for the system to be used by the residents may be decreased at any time without notice or approval by any City Official. Said charges may be increased only pursuant to the following procedure:

- A. Permittee shall request the increase in writing at least sixty (60) days in advance of said proposed increase charge and shall state in said request the reasons for the requested increase.
- B. City council shall hold a public hearing on said request, allowing Permittee the opportunity to explain why the increase is necessary, and allowing the residents and users of the services the opportunity to be heard regarding the proposed increase.
- C. If, after the public hearing, Council determines that the increase is justified, the incremental cost of the system (i.e., the cost of the service) will be adjusted; accordingly, otherwise, the requested increase will not be granted.

26. TERMINATION OF CONTRACT

The City may terminate this contract for any of the following reasons:

- A. The Contractor has not performed to the material requirements, in part or whole, of this contract or the Contractor has breached any material term of this contract.
- B. The Contractor has not performed in accordance with the City's standards as determined solely by the City or has not performed in accordance with trade standards for garbage collection or solid waste management.
- C. If the City elects to terminate this contract pursuant to this Section, the following procedure shall apply:
 - 1) The City will notify the Contractor in writing of the City's intent to terminate this contract. The letter shall include the reasons for termination; the proposed effective date of termination, which shall not be less than thirty (30) days from the date of the letter of intent; and a City contact person.
 - 2) The Contractor will have ten (10) days to respond in writing to the City and cure, or make reasonable efforts to cure, the reason for termination.
 - 3) The City will have ten (10) days in which to evaluate the response and/or cure and to determine if it meets the City's satisfaction, which determination shall be at the sole discretion of the City.
 - 4) Within thirty (30) days from the date of issuance of the notice of intent to terminate or a later date agreed by the parties, the City will notify the Contractor, in writing, of the City's final decision.

27. MISCELLANEOUS MATTERS

The following information is provided for the information of Bidders.

- A. All trash and recycling collections will take place curbside.
- B. If the Permittee cannot pick up the trash at a particular residential unit, the Permittee shall leave a tag on the garbage, indicating the reason why the trash was not picked up and a customer service phone number that the resident may call for clarification.
- C. The Permittee shall not assign the franchise contract nor subcontract all or any part of the services specified herein without the express written consent of the City of New Carlisle.
- D. The City Manager shall proclaim such rules and regulations relating to the collection, transportation, and disposal of garbage and refuse as may be necessary from time to time

PRIMARY BID

1. Three levels of Flat Rate Service with hauler supplied carts for trash and recycling.
 - a. Cost for additional carts for trash and recycling

Bidders shall base bid price upon a flat rate system where the Permittee will bill each Residential Unit **quarterly** in advance for services. The cost of containers for trash collection and recycling services shall be included with pricing. Trash collection and recycling services for City Facilities and Special Events are to be at no cost to the city.

All trash and recyclables must be placed within a container for collections. Residents are not able to place additional trash or recyclables outside of their containers for collection.

The flat rate option shall only be made available when the collection service for a Residential Unit is registered in the name of the titled property owner (as reflected in the records of the Clark County Auditor's Office).

- a. **Standard Cart Service** - The Permittee will provide each Residential Unit with one (1) 96-gallon (or industry equivalent) cart for Trash and one (1) 96- gallon (or industry equivalent) cart for Recyclables. Standard Cart Service customers can place yard waste inside of their 96-gallon trash cart along with their regular trash. Standard Cart Service customers will be entitled to place the Trash Cart and Recycling Cart curbside for collection once per week.
- b. **Low Volume Cart Service** – The Permittee will provide each Residential Unit with one (1) 64-gallon (or industry equivalent) cart for Trash and one (1) 64- gallon (or industry equivalent) cart for Recyclables. Low Volume Cart Service customers can place yard waste inside of their 64-gallon trash cart along with their regular trash. Low Volume Cart Service customers will be entitled to place the Trash Cart and Recycling Cart curbside for collection once per week.
- c. **Senior Cart Service** - The Permittee will provide each Residential Unit with one (1) 35-gallon (or industry equivalent) cart for Trash and one (1) 35- gallon (or industry equivalent) cart for Recyclables. Senior Cart Service customers can place yard waste inside of their 35-gallon trash cart along with their regular trash. Senior Cart Service customers will be entitled to place the Trash Cart and Recycling Cart curbside for collection once per week.
- d.

To qualify for the Senior Cart Service, residents must be aged **55 or over** and provide proof of age to the Permittee
- d. **Extra Carts** – The Bidder will submit pricing for additional carts.

Billing and collection of trash and recycling services will be the responsibility of the Contractor

PRIMARY BID FORM

RESIDENTIAL TRASH COLLECTION AND RECYCLING SERVICES

Proposal of _____ (hereinafter the “Bidder”), organized and existing under the laws of the State of _____, doing business as _____ to the City of New Carlisle, Ohio (the “City”).

In compliance with your Bid Specifications for Residential Trash Collection and Recycling Services, Bidder hereby proposes to provide Residential Trash Collection and Recycling Services, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Please note, list the quarterly price per customer below in each table.

Customers will be billed quarterly in advance of services.

The Bidder hereby agrees to commence the services under the contract documents for the following prices:

LOW VOLUME CART SERVICE
64-Gallon Trash Cart <u>and</u> 64-Gallon Recyclable Cart
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

STANDARD CART SERVICE
96-Gallon Trash Cart <u>and</u> 96-Gallon Recyclable Cart
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

SENIOR CART SERVICE
35-Gallon Trash Cart <u>and</u> 35-Gallon Recyclable Cart
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

EXTRA CART – TRASH
64-Gallon Cart
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

EXTRA CART – TRASH 96-Gallon Cart
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

EXTRA CART – RECYCLING 64-Gallon Cart
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

EXTRA CART – RECYCLING 96-Gallon Cart
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

Name of Bidder: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

(Seal)

ALTERNATIVE BID

1. Cost of Service with customer supplied trash carts and no service levels
 - a. Cost of trash cart and extra recycling cart should customer request

Bidders shall base bid price upon a flat rate system where the Permittee will bill each Residential Unit **quarterly** in advance for services. Trash collection and recycling services for City Facilities and Special Events are to be at no cost to the city.

All trash and recyclables must be placed within a container for collections. Residents are not able to place additional trash or recyclables outside of their containers for collection.

The flat rate option shall only be made available when the collection service for a Residential Unit is registered in the name of the titled property owner (as reflected in the records of the Clark County Auditor's Office).

Bidder must state service limitations, i.e., maximum of 3 trash cans on page 20 below.

Extra Carts – The Bidder will submit pricing for a trash cart (should the customer wish to purchase through hauler) and additional recycling carts.

Billing and collection of trash and recycling services will be the responsibility of the Contractor

ALTERNATIVE BID FORM

RESIDENTIAL TRASH COLLECTION AND RECYCLING SERVICES

Proposal of _____ (hereinafter the “Bidder”), organized and existing under the laws of the State of _____, doing business as _____ to the City of New Carlisle, Ohio (the “City”).

In compliance with your Bid Specifications for Residential Trash Collection and Recycling Services, Bidder hereby proposes to provide Residential Trash Collection and Recycling Services, in strict accordance with the contract documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies that the Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Please note, list the quarterly and monthly price per customer below in each table.

Customers will be billed quarterly in advance of services.

The Bidder hereby agrees to commence the services under the contract documents for the following prices:

RATE WITH NO SERVICE LEVELS
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

TRASH CART (Should citizens wish to purchase through hauler)
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

TRASH CART - ADDITIONAL
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

RECYCLING CART - ADDITIONAL
Year 1 Quarterly Rate: \$
Year 2 Quarterly Rate: \$
Year 3 Quarterly Rate: \$

Service Limitations: _____

Name of Bidder: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

(Seal)

HOUSE BILL 694 ACKNOWLEDGEMENT

Annual H.B. 694 Certification - Ohio Revised Code Section 3517.13 provides that a City may not award a contract to purchase goods or services of more than \$10,000 to a provider if that provider made certain political contributions to a City Council member (including Mayor) in the two calendar years prior to the year in which the contract is awarded. Further, prior to entering into a contract in excess of \$10,000, a city must obtain a certification that the provider of goods or services under that contract is in compliance with House Bill 694. The person making the bid shall certify that all the following persons, as applicable, are in compliance with ORC 3517.13 and, by signing below, indicates that they are authorized to make this statement on behalf of himself, herself, and/or the business entity.

- (a) The individual, if the contract is with an individual;
- (b) Each partner or owner, if the contract is with a partnership or other unincorporated business;
- (c) Each shareholder, if the contract is with an association;
- (d) Each administrator, if the contract is with an estate;
- (e) Each executor, if the contract is with an estate;
- (f) Each trustee, if the contract is with a trust;
- (g) Each spouse of any person identified in sections a – f above;
- (h) Each child, seven years of age to seventeen years of age, of any person identified in sections a – g above;
- (i) Any combination of persons identified in sections a – h above;
- (j) Each owner of more than 20% of the corporation or business trust, if the contract is with a corporation or business trust;
- (k) Each spouse of any person identified in section j;
- (l) Each child, seven years of age to seventeen years of age, of any person identified in sections j - k above;
- (m) Any combination of persons identified in sections j – l above.

This certification shall be valid and true for the entire calendar year unless the provider of goods or services notifies the City otherwise. The provider acknowledges the duty to notify the City if no longer in compliance. By signing this form, you indicate you have the authority to make this representation on behalf of yourself, and/or of the business entity.

ACKNOWLEDGED, ACCEPTED, AND AGREED

Company Name

Signature

Date

Print Name

Title

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF CLARK

_____, being first duly sworn, deposes and says that he is _____ *(sole owner, partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had 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 any bidder or anyone else to put in a directly or indirectly, sought by agreement, communication or conference 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 awarding the contract or anyone interested in the proposed contract; that all statements submitted in his 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 or 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 general business.

SIGNED:

Signature Title

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public
(Seal)

BID PROPOSAL

TO BE ENCLOSED IN A SEALED ENVELOPE MARKED “TRASH COLLECTIONS AND RECYCLING SERVICES PROPOSAL” AND MAILED OR HAND DELIVERED TO:

City of New Carlisle
331 South Church Street
New Carlisle, OH 45344

Date: _____

Subject: Bid proposal for residential trash collection and recycling services within the corporate limits of the City of New Carlisle, Ohio for three years with the City having an option for a total of 1 or 2 successive one-year extensions thereof, with the contract commencing on December 02, 2023.

I, _____ hereby declare that the specifications pursuant to the establishment of a contract for residential trash collection and recycling services within the corporate limits of the City of New Carlisle, Ohio have been read and the streets, roads, and layout of the area to be traversed in and throughout the City in furnishing the services necessary in connection therewith have been examined and studied, and I agree to abide by the provisions contained therein if the contract is awarded to me.

By submitting this signed document along with the BID BOND or CERTIFIED CHECK in the amount of five thousand dollars (\$5,000), I fully intend to enter into a contract for residential trash collection and recycling services within the corporate limits of the City of New Carlisle, Ohio if selected by the City.

Attached hereto is a BID BOND () or CERTIFIED CHECK (), in the sum of five-thousand dollars (\$5,000).

Company Name: _____

Submitted By: _____ Title: _____

Phone: _____

Address: _____

ALL QUOTED PRICES SHOULD BE ACCEPTED ON OR BEFORE 10:00 A.M., MONDAY, AUGUST 21, 2023, TO REMAIN FIRM DURING THIS CONTRACT

PROOF OF RESPONSIBILITY / QUALIFICATIONS

The contents of this questionnaire will be considered confidential.

If the City Manager is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, he/she may reject the bid or disregard the same, or required additional, information.

1. Name of Bidder _____
2. Bidder's Address _____
3. When organized? _____
4. Where incorporated? _____
5. How many years have you been engaged in the contracting business under the present firm name? _____
6. General contractor of work performed by your firm. _____

7. Have you ever failed to complete any work awarded to you?
No _____
Yes _____ (If yes, please, attach a statement showing where and why)
8. Have you ever defaulted on a contract?
No _____
Yes _____ (If yes, please provide a statement detailing where and when)

PROOF OF RESPONSIBILITY (cont.)

9. Financial Statement

Total Assets \$ _____

Total Liabilities \$ _____

Net Worth \$ _____

10. Additional information may be submitted, if desired.

Dated at _____, this _____ day of _____, 2020.

Name of Organization: _____

By: _____

Title: _____

STATE OF _____)
COUNTY OF _____) SS
_____)

_____, being duly sworn says that he/she is _____ of

(Name of Organization)

And that the answers to the foregoing questions and all the statements contained are true and correct.

Signed _____

Subscribed and sworn to me this _____ day of _____, 2020.

Notary Public

(Seal)

My Commission Expires: _____

Exhibit "A"
 "The Reserves at Honey Creek" Residential Development Site Plan

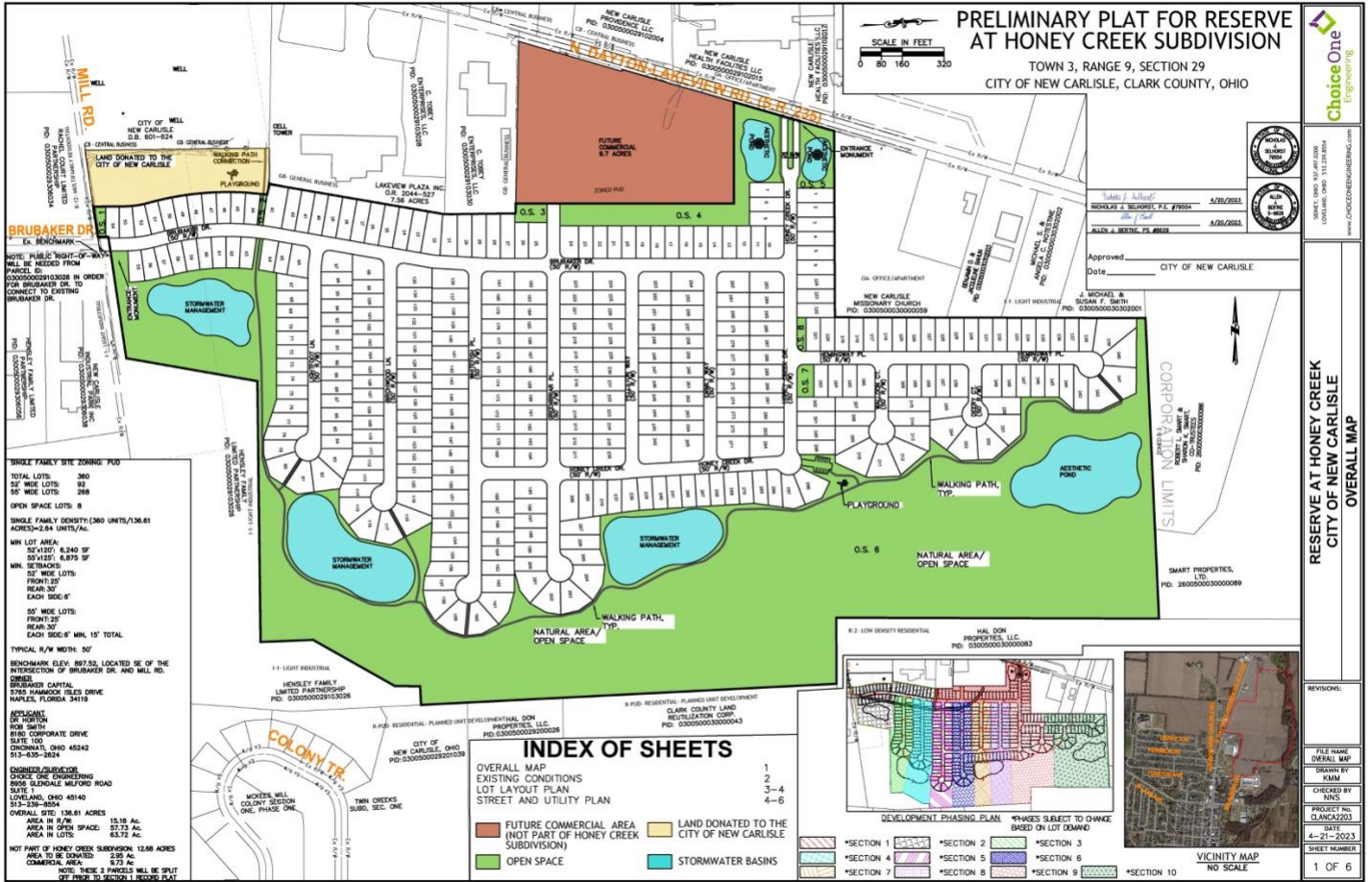


Exhibit "B" "Monroe Meadows" Residential Development Site Plan

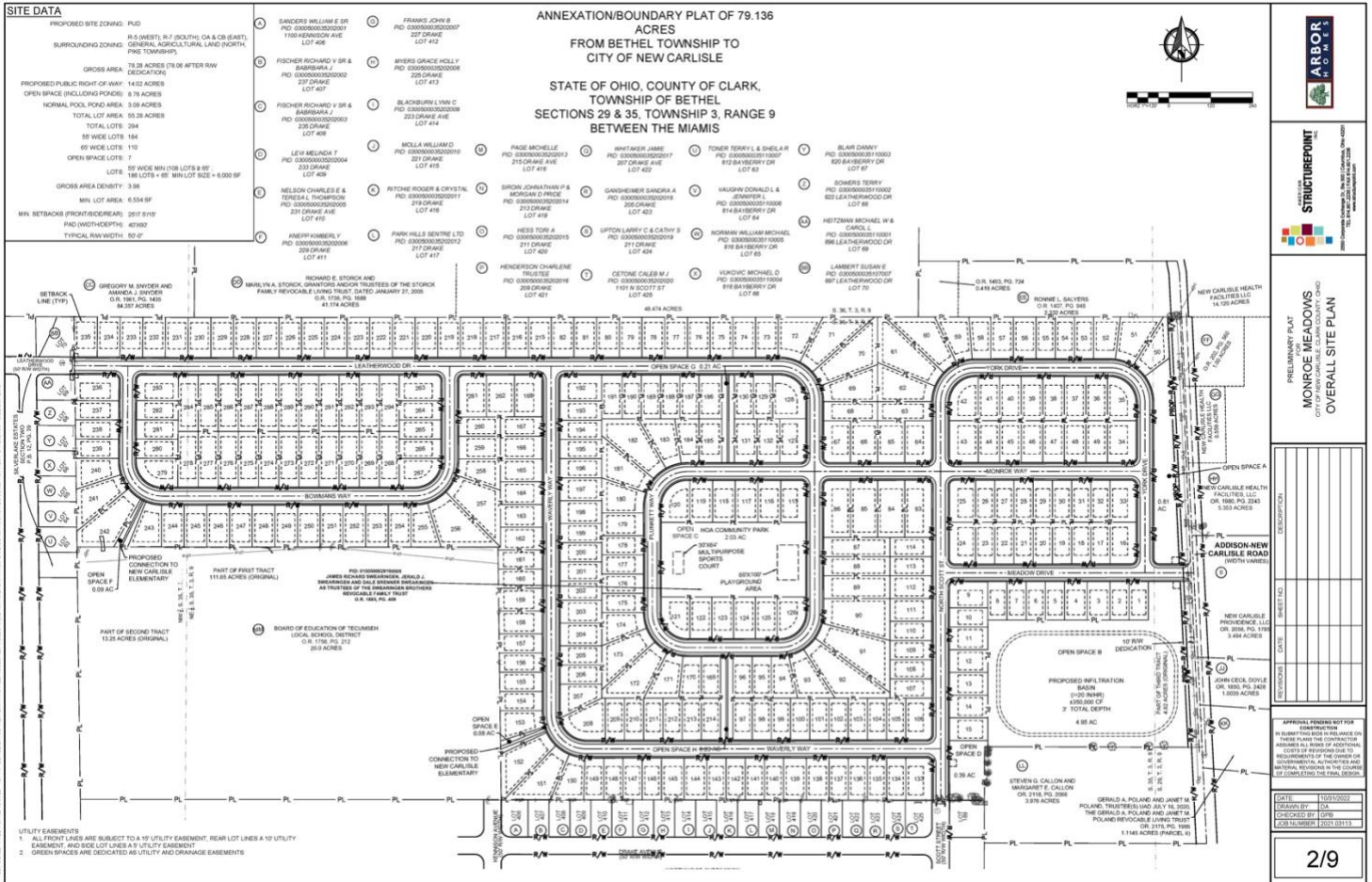


Exhibit "C"
City of New Carlisle Map

