

REQUEST FOR PROPOSALS

FOR RESIDENTIAL SOLID AND YARD WASTE COLLECTION AND DISPOSAL

VILLAGE OF SOUTH ZANESVILLE, OHIO

Sealed Proposals are invited and will be received by the Village of South Zanesville for the Residential Solid and Yard Waste Collection for said Village.

Proposals must be made on the Proposal Forms and in accordance with instructions to proponents furnished by the office of the Fiscal Officer.

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto.

Proposals must be made upon forms published by the Fiscal Officer. The Fiscal Officer will furnish copies of the Contract Documents and form of Contract to prospective Proponents.

Proposals must be delivered to, and be on file with, the Fiscal Officer no later than 2:00 P.M. on Tuesday, September 29, 2026. Proposals may be mailed or delivered before the deadline. Village representatives will be available to receive hand-delivered proposals on September 29, 2026, between 12:00 P.M. and 2:00 P.M. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Residential Solid and Yard Waste Collection and Disposal".

Proposals will be publicly opened and read aloud at 2:15 P.M. on Tuesday, September 29, 2026, at the South Zanesville Municipal Building, 24 East Main Street, South Zanesville, Ohio 43701. The selected Proponent will be awarded the Contract through an Ordinance of the Village approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law. A meeting will be held on October 5, 2026 to ensure normal process.

The Village reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the Village.

Joe Miller
Village Administrator

INSTRUCTIONS TO PROPONENTS

RESIDENTIAL SOLID AND YARD WASTE COLLECTION AND DISPOSAL AND/OR RECYCLING COLLECTION

1. RECEIPT AND OPENING OF PROPOSALS

The Village of South Zanesville (the “Village”) invites and will receive Proposals on the forms attached hereto, all information requested therein must be appropriately completed. All Proposals must be received by the Fiscal Officer no later than 2:00 P.M. on Tuesday, September 29, 2026. Proposals may be mailed or delivered before the deadline. Village representatives will be available to receive hand-delivered proposals on September 29, 2026, between 12:00 P.M. and 2:00 P.M. All timely submitted Proposals will be publicly opened and read aloud at 2:15 P.M. on Tuesday, September 29, 2026, at the South Zanesville Municipal Building, 24 East Main Street, South Zanesville, Ohio 43701. Following review of the Proposals, the proposed Contract award will be presented to Council at the next appropriate Council meeting. The envelope containing the Proposal must be sealed and addressed to the Fiscal Officer, Village of South Zanesville, and plainly marked “Proposal for Residential Solid and Yard Waste Collection and Disposal”.

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Contractor’s Proposal Form attached hereto and shall give the amount of the bid for work in both word and figure and must be signed by the Contractor as Proponent. Additional copies of the Proposal Form may be obtained from the Village. All blank spaces in each Proposal Form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures. **NO** alterations on forms will be accepted.

The Proposals received will be compared on the basis of the summation of the lump sum amounts bid and the sum of the quantities of items listed at the unit price bid. In case of a discrepancy between the total shown in the Proposal and that obtained by adding the sum of the quantities of items at the unit prices, the unit prices as written out in words in the Proposal Form shall govern any errors found in said products, and in addition, will be corrected.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proponent, its address, and plainly marked “Proposal for Residential Solid Waste and Yard Collection and Disposal”. If forwarding by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed

as specified in the Proposal. The Village may consider as irregular any Proposal not prepared and submitted in accordance with the Provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified above shall not be considered

3. PROPOSAL SECURITY AND EVIDENCE OF INSURANCE

Each Proposal must be accompanied by a bond or a certified check of the Proponent, drawn on a National Bank, in an amount equal to ten percent (10%) of the bid amount, as a guarantee on the part of the Proponent that it will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Village and the selected Proponent), to do the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the Village and the Selected Proponent have executed the Contract, or, if no Proponent's Proposal has been selected within ninety (90) days after the date of the opening of Proposals, upon demand of the Proponent at any time thereafter, so long as it has not been notified of the acceptance of its Proposal.

Each Proposal must also be accompanied by a certificate of insurance evidencing the coverage set forth in Section 11.00 of the General Specifications.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Village to the Proponent by Certified mail, return receipt requested.

The Proponent to whom the Contract shall have been awarded will be required to execute 3 copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the Village and the selected Proponent) and to furnish insurance certificates, all as required. In case of the Proponent's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Proponent will be considered to have abandoned all rights and interests in the award, and Proponent's proposal security may be declared forfeited to the Village as liquidated damages and the award may then be made to the next best qualified Proponent or the work readvertised for Proposals as the Village may elect. Such forfeited security shall be the sole remedy of the Village.

5. SECURITY FOR PERFORMANCE

The proposal shall be accompanied by a letter from a corporate surety satisfactory to the Village stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event it is the successful Proponent. Such letter is to be signed by an authorized representative of the Surety together with a certified and effectively dated copy of the Power of Attorney attached thereto.

The successful Proponent will be required to furnish a performance bond as security for the faithful performance of this Contract. Said Performance Bond must be in the amount indicated in Section 12.00 of the General Specifications.

Premium for the bonds described above shall be paid by the Contractor. A certificate from the Surety showing that the Bond Premiums are paid in full shall accompany the Bond.

The form of the Bond is appended hereto.

The Surety on the Bond shall be a duly authorized Corporate Surety Company authorized to do business in the State of Ohio.

6. POWER OF ATTORNEY

Attorneys-in-fact who sign Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney.

7. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

8. CONDITIONS

Each Proponent shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proponents shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Proponent will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Proponent to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions shall in no way relieve it of any obligations with respect to his Proposal or to the Contract. The Village shall make all such documents available to the Proponents.

The Proponent shall make its own determination as to conditions and shall complete the work in and under conditions it may encounter or create, without extra cost to the Village.

The Proponent's attention is directed to the fact that all applicable State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

9. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Proponent shall be requested of the Village in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Proponent. Every request for such explanation shall be in writing addressed to the Village Clerk, 24 East Main Street, South Zanesville, OH 43701. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Proponents prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Proponents (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

10. NAME ADDRESS AND LEGAL STATUS OF THE PROPONENT

The Proposal must be properly signed in ink and the address of the Proponent given. The legal status of the Proponent, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Proponent shall give full names of all partners. Partnership and Individual Proponents will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proponent, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Proponent is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

11. COMPETENCY OF PROPONENT

The opening and reading of the Proposal shall not be construed as an acceptance of the Proponent as a qualified, responsible Proponent. The Village reserves the right to determine the competence and responsibility of a Proponent from its knowledge of the Proponent's qualifications or from other sources.

The Village shall require submission, with the Proposal, of the following supporting data regarding the qualifications of the Proponent in order to determine whether it is a qualified, responsible Proponent. The Proponent will be required to furnish the following information:

- (a) An itemized list of the Proponent's equipment available for use on the Contract.
- (b) A copy of the latest certified financial statement of the Proponent (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent Certified Public Accountants.
- (c) Evidence that the Proponent 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 Proponent is licensed to do business and in good standing under the laws of the State of Ohio or a sworn statement that it will take all necessary action to become licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the Village, that Proponent (or Proponent's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal.

In the event that the Village shall require additional certified supporting data regarding the qualifications of the Proponent in order to determine whether he is a qualified responsible Proponent, the Proponent may be required to furnish any or all of the following information sworn to under oath:

- (a) Evidence that the Proponent is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Village, that Proponent possesses, as a going concern, the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Evidence, in form and substance satisfactory to the Village, that Proponent's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
- (d) Such additional information as will satisfy the Village that the Proponent is adequately prepared to fulfill the Contract.

The Proponent may satisfy any or all of the experience and qualification requirements of this Paragraph 11 by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

12. DISQUALIFICATION OF PROPONENTS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proponent and the rejection of its Proposal:

- (a) Evidence of collusion among Proponents.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous Municipal Contract for failure to perform.

13. BASIS OF THE PROPOSAL

Proposals for refuse, yard waste collection and disposal and/or recycling are solicited on the basis of rates for each type of work. Proposals will be compared on the basis of the summation of the rates proposed. The rates, as written out in words in the Proposal, shall govern and any errors found will be corrected. In the Price in Figure area the Proposal must include any additional cost/charge and that figure will be good for the length of the contract (no fee increases each year).

14. QUANTITIES

The Village estimates that the number of Residential Units to be initially serviced under the Contract is **925**. The Village makes no representation as to the reliability of its estimate for Residential Units. Unit Price computations for Residential Units shall be based upon such estimate.

15. METHOD OF AWARD

The Village reserves the right not to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the Village. The Village intends that the Contract shall be awarded within thirty (7) days following the date that Proposals are publicly opened and read.

16. DISPOSAL SITES

The Proponent shall indicate on the Proposal the name and location of the Disposal Site(s), which the Proponent intends to use to perform the Contract and the Proponent's disposal rate at the said Disposal Site. Further, the Proponent shall provide evidence reasonably satisfactory to the Village that the Proponent, if awarded the Contract, will have the right to use said Disposal Site(s) under and for the duration of the Contract.

CONTRACTOR'S PROPOSAL

RESIDENTIAL SOLID AND YARD WASTE COLLECTION AND DISPOSAL

WASTE COLLECTION ONLY

TO: The _____ of the Village of South Zanesville, Ohio

Proposal of _____
(an individual) (partnership) (corporation duly organized

under the laws of the State of _____)

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Residential Solid Waste and Yard Waste Collection and Disposal for the Village of South Zanesville, does hereby offer to perform such services on behalf of the Village, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed in words and figures) hereinafter set forth::

	<u>Description Unit</u>	<u>Price in Figure</u>
A.	Collection of Solid and Yard Waste Residential Units at _____ _____ per service Unit per month.	\$ _____

CONTRACTOR'S PROPOSAL, CONTD

Proponent

BY: _____

Principal Office Address

(City) (State) (Zip)

PHONE: _____

RESIDENTIAL SOLID AND YARD WASTE COLLECTION AND DISPOSAL

WASTE COLLECTION ONLY

GENERAL SPECIFICATIONS

1.00 DEFINITIONS

- 1.01 Bags
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 City
- 1.05 Construction Debris
- 1.06 Container
- 1.07 Contract Documents
- 1.08 Contractor
- 1.09 Dead Animals
- 1.10 Disposal Site
- 1.11 Garbage
- 1.12 Hazardous Waste
- 1.13 Producer
- 1.14 Refuse
- 1.15 Residential Refuse
- 1.16 Residential Unit
- 1.17 Rubbish
- 1.18 Stable Matter
- 1.19 Yard Waste

2.00 SCOPE OF WORK

- 2.01 Scope of Work
- 2.02 Storms and Other Disasters

3.00 TYPE OF COLLECTION

- 3.01 Service Provided
- 3.02 Location of Containers, Bags, and Bundles for Collection

4.00 OPERATION

- 4.01 Hours of Operation
- 4.02 Routes of Collection
- 4.03 Holidays
- 4.04 Complaints

	4.05	Collection Equipment
	4.06	Yard Waste Bags
	4.07	Office
	4.08	Hauling
	4.09	Disposal
	4.10	Notification
	4.11	Education and Promotion
	4.12	Point of Contact
5.00		<u>COMPLIANCE WITH LAWS</u>
6.00		<u>EFFECTIVE DATE</u>
7.00		<u>NONDISCRIMINATION</u>
8.00		<u>INDEMINTY</u>
9.00		<u>LICENSES AND TAXES</u>
10.00		<u>TERM</u>
11.00		<u>INSURANCE</u>
12.00		<u>BOND</u>
	12.01	Performance Bond
	12.02	Power of Attorney
	12.03	Sole Remedy
	12.04	Indemnification
13.00		<u>BASIS AND METHOD OF PAYMENT</u>
	13.01	Rates
	13.02	Unexpected Charge/Reductions
	13.03	Contractor to Act as Collector
14.00		<u>TRANSFERABILITY OF CONTRACT</u>
15.00		<u>EXCLUSIVE CONTRACT</u>
16.00		<u>OWNERSHIP</u>

1.00

DEFINITIONS

- 1.01 Bags – Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed 35 lbs.
- 1.02 Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.
- 1.03 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 35 lbs. In weight.
- 1.04 Village – Village of South Zanesville, Ohio
- 1.05 Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.06 Container – A receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a Container and its contents shall not exceed 60 pounds.
- 1.07 Contract Documents – The request for Proposals, instructions to Proponents, Contractor's Proposal, General Specifications, the contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Village and the Contractor.
- 1.08 Contractor – The person, corporation or partnership performing Refuse collection and disposal under contract with the Village.
- 1.09 Dead Animals – Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.

- 1.10 Disposal Site – A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and Dead Animals for processing or final disposal.
- 1.11 Garbage – Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or stable matter.
- 1.12 Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State Law, or waste, in any amount, which is regulated under Federal or State Law. For purposes of this contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.
- 1.13 Producer – An occupant of a Residential Unit who generates Refuse and Residential Refuse.
- 1.14 Refuse – This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.
- 1.15 Residential Refuse – All garbage and rubbish generated by a Producer at a Residential Unit.
- 1.16 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. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of

single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately.

- 1.17 Rubbish – All waste wood, wood products, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp, and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- 1.18 Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, poultry or livestock.
- 1.19 Yard Waste – All grass clippings, brush, twigs, limbs, leaves, dead plants and shrubs.

2.00

Scope of Work

- 2.00 SCOPE OF WORK – The work under this contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.
- 2.02 Storms and other Disasters – The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the Contractor has no control. In the event of such a flood, hurricane or other act of God, the Contractor and the Village will negotiate the payment to be made to the Contractor. Further, if the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

TYPE OF COLLECTION**3.01 Service Provided**

- (a) Contractor shall provide curbside collection service for the collection of Residential Refuse, Yard Waste to each Residential Unit one time per week, and to furnish dumpsters, at NO charge, to Apartment Complexes with three (3) or more apartments. To be installed at the owner's discretion. Containers, bags and bundles shall be placed at curbside by 6:00 a.m. on the designated collection day. The following is a list of the addresses where a dumpster is currently required, including the size of the dumpster. Service frequency currently required on each dumpster is one time per week.

92 Parkwood	6- yard dumpster
3-5 N. Montague	4- yard dumpster
1020 Clay	4- yard dumpster
72 E. LaSalle	4- yard dumpster
75 E. LaSalle	4- yard dumpster
87 & 88 Stanley	4- yard dumpster
100 & 106 E. Berkley	8- yard dumpster
146 E. Main Street	4- yard dumpster
24 East Main Street Fire Dept.	8- yard dumpster
81 - 95 N. Pembroke	8- yard dumpster
42 W. Main	4- yard dumpster
275 Rains #1,2,3	4- yard dumpster
Beech Rock Circle	8- yard dumpsters (2)

- (b) The Contractor shall collect on the regular scheduled collection day from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Also, the Contractor may provide for the special collection of Dead Animals and Hazardous Waste at Residential Units at its sole discretion and upon such terms and conditions as Contractor shall specify.
- (c) The Contractor will be required to provide solid waste disposal service, at NO COST, to the Village. The 1 solid waste dumpster will be serviced one time per week at the Village Impound Lot located at 36 E. King St.
- (d) In addition to collecting solid waste containers, bags, and bundles set out by Residential Units, the Contractor will

provide each Residential Unit, as defined by the Contract, a 96-gallon wheeled solid waste cart with attached lid. The

cost to rent each cart shall be incorporated into the bid price, and the Contractor shall be responsible for the initial delivery of all Carts to each Residential Unit, as well as subsequent maintenance of the carts.

- (e) The Bidder must state in their proposal which day of the week they intend to make solid waste collections.

3.02 Location of Containers, Bags and Bundles for Collection

Each container, bag and bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Village roadways (including alleys). Containers, Bags and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed or any Residential Refuse not in a bag and/or any yard waste not in a bag and/or tied/bundled and/or any recyclable not in its proper container.

4.00 OPERATION

- 4.01 Hours of Operation – Collection of refuse shall not start before 6:00 a.m. or continue after 7:30 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Village and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.02 Routes of Collection – Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Village for their approval, which approval shall not be unreasonably withheld. The Contractor may, propose to vehicle for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon Village's approval of the proposed changes, the Village shall

promptly give written or published notice of the affected Residential Units.

4.03 Holidays – The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but Contractor must provide collection service on the day immediately following the Holiday.

4.04 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse, not collected, within 24 hours after the complaint is received. If the Village has to pick up the refuse after the 24-hour period a Forty Dollar (\$40.00) will be deducted from that specific monthly bill for each missed address. A list of all locations (residents) that does not have trash out when driver goes by shall be provided to the Village at the end of each collection day. If a list is not given to the Village and a resident call in indicating their refuse had not been picked up it will be considered missed.

4.05 Collection Equipment – The Contractor shall provide an adequate number of well-maintained vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair. Appearance, and in sanitary condition at all times. Each vehicle shall have clearly visible, on each side, the identity and telephone number of the Contractor.

4.06 Yard Waste – All leaves and grass clippings must be placed in bags. Limbs and twigs need to be tied into bundles no longer than 3 feet in length and weighing up to 35 lbs.

4.07 Office – The Contractor shall maintain an office, or such facilities, through which it can be contacted. It shall be equipped with

sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

- 4.08 Hauling – All refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.
- 4.09 Disposal – All refuse collected for disposal by the Contractor shall be hauled to an Ohio EPA approved disposal site. The charge for disposal shall be included in the rate set forth in the Proposal for each Residential Unit serviced by the Contractor.
- 4.10 Notification – The Village shall notify all Producers about complaint procedures, rates, regulations and day(s) for scheduled refuse collection.
- 4.11 Education and Promotion – The Contractor shall be responsible for all education and promotional activities related to the collection of solid waste, yard waste and recyclables at their own cost.
- 4.12 Point of Contact – All dealings, contacts, Etc., between the Contractor and the Village shall be directed to the Contractor, Customer Service Manager and to the Village Administrator.

5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the Village on the subject.

6.00 EFFECTIVE DATE

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on January 1st, 2027

7.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY

The Contractor will indemnify and save harmless the Village, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Village, its officers, agents, servants and employees.

9.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Village.

10.00 TERM

The Contract shall be for a three (3) year period beginning upon the execution of this Contract and ending three (3) years thereafter. Provided, however the term of this Contract shall automatically be extended for one (1) additional year if agreed to by both parties, unless, at least thirty (30) days prior to the anniversary date (the "Non-Extension Date"), either party gives written notice to the other party by personal delivery, express mail, certified or registered mail, return receipt requested, that such automatic extension shall not take effect. If such notice is properly given, the Contract shall terminate at the end of three (3) years.

11.00 INSURANCE

The Contractor shall at all times, during the Contract, maintain in full force and effect, Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the Village and before commencement of work hereunder the Contractor agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of the insurance described herein have been issued to the insured for which this certificate is

executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen’s Compensation	Statutory
Employer’s Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence \$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor’s parent corporation.

12.00

BOND

12.01 Performance Bond

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of \$750,000.00 for the 1st year (January 1st, 2027 through December 31st, 2027), \$500,000.00 for the 2nd year (January 1st, 2028 through December 31st, 2028), and \$250,000.00 for the 3rd year (January 1st, 2029 through December 31st, 2029) and can only be extended with the express written consent of the Surety, and the total liability of the Surety shall not exceed the penal sum of the Bond.

- (b) The premium for the bond(s) described above shall be paid by the Contractor. A certificate, from the surety showing that the bond premiums are paid in full, shall accompany the bond.
- (f) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Ohio.

12.02 Power of Attorney – Attorneys-in-fact who sign performance bonds or contract bonds, must file with each bond a certified and effectively dated copy of their power of attorney.

12.03 Sole Remedy – The Village’s sole remedy for breach of contract, under this Contract, or failure to perform, shall be to make demand under the terms of the Performance Bond.

12.05 Indemnification – Proponent shall hold harmless and indemnify Village, including attorney’s fees. from ALL damages, compensatory as well as punitive, and fines that result from any suit, cause of action, complaint, allegation, charge, indictment or investigation, whether civil or criminal, over and/or involving the improper storage, and/or transportation of the residential solid waste and yard waste picked up from the Village under the terms and conditions of these specifications and resulting contract that is awarded pursuant to these specifications. Proponent shall furnish Village with a certificate of insurance in which the Village is named as an additional insured and in the amount of two million dollars (\$2,000,000.).

13.00 BASIS AND METHOD OF PAYMENT

13.01 Rates – For collection and disposal services required to be Performed pursuant to Section 3.01 (a), the charges shall not exceed the rates as fixed by the Contract Documents

13.02 Unexpected Charge or Reduction – If the Proponent experiences

an increase or decrease in cost due to the actions of the Federal, State, or Local Government after this Contract is signed and is in effect, said increase or decrease in cost to the Proponent shall immediately be brought to the attention of the Village Administrator and Village Council. Village Council then shall consider the circumstances of the Proponent after listening to the Proponent and shall either grant the increase or decrease or take no action. If Village Council does not grant the increase and the Proponent determines Proponent cannot reasonably continue its business with the Village, within fifteen (15) days after being denied the increase, the Proponent shall give the Village Administrator and the Mayor a ninety (90) day notice that Proponent is terminating this Contract. Notice shall be by certified mail, return receipt requested, and the ninety (90) day time period shall commence from the date of receipt by the Village Administrator. The Contract shall continue as is if the Proponent fails to act within the fifteen (15) day period as noted immediately above.

- 13.03 Village to Act as Collector – The Village shall submit statements to and collect from all Residential Units for services provided pursuant to Section 3.01 (a) and (b). The Contractor will be paid per a monthly reimbursement invoice by the 15th day of each month. The Village will create a dispute policy to timely address billing irregularities with a quarterly audit and possible adjustment of Contractor Invoices.

14.00 TRANSFERABILITY OF CONTRACT

Other than by operation of law, no assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor, without the express written consent of the Village, which consent shall not be unreasonably withheld; in the event of an assignment, the assignee shall assume the liability of the Contractor.

15.00 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide Refuse, Yard collection, removal and disposal services from Residential Units within the Corporate limits of the Village. The Contractor shall at all times have the right of first refusal to the collection of Dead Animals and Hazardous Waste from Residential Units. This shall exclude large volumes of construction debris and/or large volumes of brush and tree debris.

16.00

OWNERSHIP

Title to refuse or any dead animals that Contractor has agreed to accept, shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container or removed by the Contractor from the Residential Unit, whichever last occurs.

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____,

By and between the Village of South Zanesville, Ohio, a Municipal Corporation of Muskingum County, Ohio (hereinafter called the “Village”), and _____
_____ (hereinafter called “Contractor”).

WITNESSETH,

WHEREAS, the Contractor did on the _____ day of _____, 20____,
Submit a Proposal to provide Residential Solid and Yard Waste Collection and Disposal Collection within the Village and to perform such work as may be Incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and Covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Solid and Yard Waste Collection and Disposal Collection as specified and to perform all of the work called for and described in the Contract Documents
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a. The Request for Proposals
 - b. The Instructions to Proponents
 - c. Insurance Certificate
 - d. The Contractor’s Proposal
 - e. The General Specifications
 - f. The resolution of the Village ordering or authorizing the work and services contemplated herein.
 - g. The Performance Bond
 - h. This Instrument

- i. Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect, throughout the term of this Contract, all of the insurance policies specified in, and required by, the Contract Documents.
 - b. Neither the Contractor nor the Village shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor.
 - c. In the event that any provision, or portion thereof, of any Contract Document shall be found to be invalid or unenforceable, then such provision, or portion thereof, shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision, or portion of any Contract Document, shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents,

Hereto affix our signatures and seals at _____,

As of this _____ day of _____, 20____ A. D.

VILLAGE OF SOUTH ZANESVILLE, OHIO

A Municipal Corporation of Muskingum County, Ohio

By _____
Mayor

and _____
Village Clerk

WITNESS::

CONTRACTOR::

By _____

Title

And _____

Title

WITNESS::

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, That we, _____
_____ (hereinafter called "Principal"), as Principal, and _____
_____ a corporation organized and existing under the laws of the
State of _____ and authorized to transact business in the State of
_____ (hereinafter called "Surety"), as Surety, are held firmly bound
unto _____ (hereinafter called "oblige"), as
oblige, in the penal sum of _____ Dollars (\$ _____),
good and lawful money of the United States of America, for the payment of which, well
and truly to be made, we bind ourselves, our heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written contract with the
oblige, dated the _____ day of _____, 20____, for Residential Solid
and Yard Waste Collection and Disposal Collection, which Contract is hereby
referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,
that if the Principal shall faithfully perform the Contract on his part, free and clear
of all liens arising out of the claims for labor and materials entering into the
performance of the contract and indemnify and save harmless the Oblige from all
loss, cost or damage that he may suffer by reason of the failure to do so, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be had or
maintained against Surety on this bond unless the same be brought or instituted
within one (1) year after the date of completion or default by Principal. Written
notice to Principal and Surety must be given within thirty (30) days after the
occurrence of an alleged default or failure to perform.

SIGNED and SEALED this _____ day of _____, 20____.

Principal

Surety

(S E A L)

By: _____