

Village of Bolivar, Ohio

Ordinance Number: O-6-2026

TITLE: AN ORDINANCE AUTHORIZING THE MAYOR AND/OR FISCAL OFFICER TO ADVERTISE FOR PUBLIC BID THE 2026 GARBAGE DISPOSAL SERVICES CONTRACT FOR THE RESIDENTS OF THE VILLAGE OF BOLIVAR; AND DECLARING THE SAME TO BE AN EMERGENCY

WHEREAS, Revised Code Section 3707.43 authorizes the Legislative Authority for the Village of Bolivar to contract for a period of not to exceed five (5) years for the collection and removal of garbage at the expense of the Village of Bolivar or at the expense of residents of the Village of Bolivar; and

WHEREAS, the Village of Bolivar desires to advertise for public bid the 2026 Garbage Disposal Services Contract as set forth herein and in accordance with Ohio Revised Code Section 731.14 and 731.141.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BOLIVAR, COUNTY OF TUSCARAWAS, STATE OF OHIO, A MAJORITY OF ITS MEMBERS ELECTED THERETO CONCURRING, THAT:

SECTION 1. The Mayor, Village Administrator, and/or Fiscal Officer are hereby authorized to advertise for public bid the 2026 Garbage Disposal Services Contract in accordance with the specifications attached hereto as Exhibit A.

SECTION 2. The advertisement set forth in Section 1 of the specifications shall be advertised once a week for not less than two consecutive weeks in a newspaper of general circulation within the Village of Bolivar.

SECTION 3. This Ordinance repeals all previous Ordinances or Resolutions or parts thereof in conflict herewith.

SECTION 4. It is found and determined that all formal actions of this Council concerning and related to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any its committees that resulted in such formal action were in meeting open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance is hereby declared to be an emergency measure in accordance with R.C. 731.30 for the immediate preservation of the public peace, health, safety, and general welfare for the reason that it is necessary to provide uninterrupted garbage disposal and removal services; and, this Ordinance shall be

in full force and effective immediately upon its passage.

PASSED IN COUNCIL this 5 day of February 2026.

<div></div> <div>_____ Mayor Curtis Strauss</div>	<div>Attest:</div> <div>_____ Maria App, Fiscal Officer</div>
---	---

Approved as to Legal Form by:

Stephan P. Babik, Village Solicitor

EXHIBIT “A”

SPECIFICATIONS & PROPOSAL:

VILLAGE OF BOLIVAR GARBAGE DISPOSAL CONTRACT

Bids due: March 5, 2026 at 4:00PM

Submitted By:

Company Name

Street Address		
City	State	Zip
Contact Person	Phone No.	Email Address

LEGAL NOTICE

ADVERTISEMENT FOR BIDS

Sealed Bids shall be accepted for **Garbage Disposal Services Contract for the Village of Bolivar, Tuscarawas County, Ohio** at **Village Hall, 109 Canal St NE, Bolivar, OH 44612** in conformance with the specifications on file until **March 5, 2026 at 4**PM**. All bids will be publicly opened and read aloud at the next regular meeting of Finance, which is to take place on March 5, 2026 at 6PM. The meeting location is **121 Canal Street SE; Bolivar, OH 44612**. The bid will then be awarded during the regular meeting of Council, which is to take place on March 5, 2026 at 7PM at **121 Canal Street SE; Bolivar, OH 44612**.

Bid packets may be obtained on the Village website, www.villageofbolivar.com.

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

All bids shall be submitted in a sealed envelope and marked, **“SEALED BID FOR GARBAGE DISPOSAL SERVICES CONTRACT.”**

Village of Bolivar

Curtis Strauss,
Mayor

INVITATION TO BID

GARBAGE DISPOSAL SERVICES CONTRACT

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

The term of the contract will be sixty (60) months beginning:

Year 1 (June 1, 2026 – May 31, 2027)

Year 2 (June 1, 2027 – May 31, 2028)

Year 3 (June 1, 2028 – May 31, 2029), and

1st optional year (June 1, 2029 – May 31, 2030)

2nd optional year (June 1, 2030 – May 31, 2031)

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

The Village seeks proposals for providing once per week pick-up of household solid waste and recycling for a flat fee.

Detailed information, proposal forms, and complete specifications herein may be obtained on the Village of Bolivar website at www.villageofbolivar.com.

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

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

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

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

Please contact Patty Smith, Village Administrator, at villageadministrator@villageofbolivar.com with any questions.

Table of Contents and Bidder's Checklist

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

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

Section I: Instruction to Bidders

Section II: Bid Specifications/Contract

Section III: Bid Forms

Bid Form: Surety Bond

Bid Form: Non-Collusion Affidavit

Bid Form: Declaration of Delinquent Personal Property Taxes

Bid Form: Certification of No Personal Interest

Bid Form: Certificate of Bidder Unresolved Findings of
Recovery With Auditor of the State

SECTION I: INSTRUCTIONS TO BIDDERS

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

Bids should be in a sealed envelope marked with the title and the name and address of the bidder and reach Village of Bolivar Village Hall, no later than **4PM on March 5, 2026**. The Village will disqualify any bid not received on or before 4PM local time on March 5, 2026.

Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

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

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

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

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

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

QUESTIONS AND ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid submission deadline. Answers to questions will be issued in writing no later than seventy-two (72) business hours prior to the bid submission deadline.
2. All questions should be directed to Patty Smith, Village Administrator, at villageadministrator@villageofbolivar.com.

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

Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid

opening. This request must be made to Curtis Strauss, Mayor, at Mayor@villageofbolivar.com. If there is no withdrawal of the bid, in accordance with this procedure, the Village reserves the right to enforce said bid prices(s) and/or contract(s).

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

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

SECTION II: BID SPECIFICATIONS/CONTRACT

AGREEMENT

This AGREEMENT ("Agreement") is made and entered into effective [DATE], between the Village of Bolivar, Ohio, herein referred to as Village, and [BIDDER], herein referred to as Contractor.

In consideration of the mutual covenants set forth fully in this agreement, the Village and Contractor agree as follows:

SECTION 1. SERVICES TO BE PERFORMED

Contractor will perform, in a good and workmanlike manner and subject to this Agreement, the following services:

A. Residential Solid Waste Collection

Contractor shall collect, haul, and dispose of all non-hazardous solid waste (trash, refuse, debris, and substances defined as Solid Waste in ORC §3734.01(E)) placed at the curb weekly from all residences within the Village.

- Each residence will receive a 95-gallon refuse tote.
- Extra 95-gallon refuse tote: [COST], billed annually [COST].

B. Free Services for Village Properties

Contractor shall provide service at no cost for:

- Village Library: 96-gal trash + 65-gal recycle, 1x/week
- Municipal Building: 3-yd FL + 65-gal recycle, 1x/week
- Village Ballfields: three 96-gal carts, 1x/week
- Church: 96-gal trash + 65-gal recycle, 1x/week
- Strawberry Festival: 30-yd OT delivery & pickup (no switch-outs)

C. Residential Recycling Collection

Bi-weekly curbside collection of: newspaper, cardboard, bi-metal cans, aluminum cans, glass, #1–#7 rigid plastics.

- Each residence receives a 65-gallon recycling tote (different color from refuse).

- Extra 65-gallon recycling tote: **[COST]**, billed annually **[COST]**.

D. Holiday Delays

If a pickup day is delayed due to a holiday, pickup will occur the next day.

E. Collection Times

Collection shall not begin before **6:00 AM** and must be completed by **6:00 PM**.

SECTION 2. ADDITIONAL REQUIREMENTS

- Contractor is not required to collect more than the contents of the 95-gallon tote **plus up to three (3) extra 30-gallon bags or cans**.

- **One bulk item** per residence will be collected on the **first pickup day of each month**, excluding:

- Items containing freon
- Fuel, propane tanks
- Automobile parts, tires
- Hazardous waste
- Items unsafe for workers or environmentally unsafe

Waste specifications:

- 30-gallon bags/cans: **≤ 50 lbs**
- Carpet, yard waste, demolition debris: **cut to 4 ft or less and bundled**
- Contractor may refuse items not meeting the above standards.

A collection schedule must be approved by the Mayor.

SECTION 3. EXCLUSIVE AGREEMENT

Contractor has exclusive authority to provide residential waste disposal services. The Village agrees not to contract with any other provider for these services.

SECTION 4. PAYMENT OF CONTRACTOR

- Village pays Contractor [**COST**] **per residence per month**.
 - Village is solely responsible for billing and collecting payment from residents.
 - No charge for services listed in Section 1(B).
 - No payment required for *vacant* residences.
- Residents may not avoid payment by storing refuse.

SECTION 5. COMMERCIAL CUSTOMERS

This Agreement applies only to Village residences and specified Village facilities.
No application to commercial customers.

SECTION 6. LABOR AND EQUIPMENT

Contractor shall provide all labor, equipment, materials.
All trucks must meet ODOT requirements.
Trucks must be **single axle drive only** (steerable tag axles permitted).

SECTION 7. COMPLIANCE WITH LAW

Contractor must obtain all required permits and comply with all federal, state, county, and municipal laws and regulations.

SECTION 8. INSURANCE

Contractor shall maintain liability insurance of **at least \$1,000,000 per occurrence** and shall provide a certificate of insurance to the Village.

SECTION 9. ASSIGNMENT

Contractor may not assign this Agreement without written consent from the Village.

SECTION 10. TERM OF CONTRACT

Year 1 (June 1, 2026 – May 31, 2027)
Year 2 (June 1, 2027 – May 31, 2028)
Year 3 (June 1, 2028 – May 31, 2029), and
1st optional year (June 1, 2029 – May 31, 2030)
2nd optional year (June 1, 2030 – May 31, 2031)

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

SECTION 11. ADDITIONAL CHARGES

- If the Solid Waste District imposes new mandatory recycling requirements, pricing adjustments will be negotiated.
- Contractor may pass through increases in solid waste district or state fees **dollar-for-dollar**.

SECTION 12. FINANCIAL INCENTIVE TO RECYCLE

Contractor will donate [COST] of recyclables collected to a tax-deductible charity designated by the Village.

This will be promoted to encourage recycling.

SIGNATURES

SECTION III: BID FORMS

Bid Form 1: Bid Guaranty and Contract Bond

Bid Form 2: Non-Collusion Affidavit

Bid Form 3: Declaration of Delinquent Personal Property

Taxes

Bid Form 4: Certification of No Personal Interest

Bid Form 5: Certificate of Bidder Unresolved

Findings of Recovery With Auditor of the State

Bid Form 6: Contract

Bid Form 7: Village of Bolivar Council Approval

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

Principal, and _____ as
Sureties, are hereby held and firmly bound unto the

VILLAGE OF BOLIVAR, OHIO

as Oblige in the penal sum of the dollar amount of the Bid submitted by the Principal to the Oblige on the _____ day of _____, 20__ to undertake the contract known as:

GARBAGE DISPOSAL SERVICES CONTRACT

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of _____ dollars (\$). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above name Principal has submitted a Bid for Garbage Disposal Services Contract for the Village of Bolivar, Ohio;

NOW THEREFORE, if the Oblige accepts the Bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Bid and the other contract documents; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid and

such larger amount for which the Obligee may in good faith Contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Drawings or Specifications therefore shall in any wise affect the obligations of said Surety on its Bond.

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

_____ day of _____, 20____.

_____ Principal

By _____

_____ Surety

By _____

Address _____

Phone No. _____

(SEAL)

NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS
County of Tuscarawas)

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

Located at (address)

Exceptions, if any:

(signed) _____

Printed name & title: _____

20 .

(Notary Public)

DECLARATION OF PERSONAL PROPERTY TAX DELINQUENCY

OHIO REVISED CODE §5719.042

I, the undersigned, hereby affirm that the Bidder identified below IS IS NOT

charged at the time of submitting this Proposal with any delinquent personal property taxes on the general tax list of personal property of the County.

COMPLETE THIS PARAGRAPH ONLY IF APPLICABLE:

The Amount of any such due and unpaid delinquent tax and any due and unpaid penalties and interest is

\$_____.

Bidder: _____

(signed) _____

Printed name & title:

STATE OF OHIO)

) SS
COUNTY OF

)

Before me, a Notary Public, in and for said County, personally appeared the person identified above, who did sign this document after first affirming that the execution of this document was an authorized act on behalf of the above named Bidder.

IN TESTIMONY WHEREOF, I have affixed my hand and the seal of my office at this

day of _____, 20 ____.

Notary Public

VILLAGE OF BOLIVAR CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

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

DATE:

Bidder: _____

(signed) _____

Printed name & title:

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

CHECK & COMPLETE ONLY ONE:

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

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

Signed this _____ day of _____, 20____.

Bidder: _____

(signed) _____

Printed name & title:
