

# CITY OF DELPHOS, OHIO

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***NOTICE TO BIDDERS  
REQUEST FOR PROPOSAL (RFP)  
"SOLID WASTE and RECYCLING PROPOSAL"***

*Issue date:* *March 9, 2022*

*Proposal Submission Deadline:* *12:00 noon, Wednesday, April 13, 2022*

*Proposal Opening:* *April 13, 2022 noon*

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Sealed bids to provide a service agreement for the collection and disposal of solid waste and collection and processing of recyclable materials from residential units. The City of Delphos is interested in a variety of collection options to better service the residents. Proposals must be received by 12:00 noon Wednesday, April 13, 2022 and at which time they will be publicly opened and read aloud.

Proposals must be made in the general format and using designated forms prescribed by the City and shall be filed in a sealed envelope at the time and place hereinbefore designated marked "City of Delphos, Solid Waste and Recycling Proposal", and addressed to the Safety Service Director of the City of Delphos. There shall be two (2) copies of the proposal provided. Each proposal shall contain the full name and address of each person or Company and all parties interested therein and shall be accompanied by a bond or certified check on a solvent bank in the sum of ten percent (10%) of the amount as a guarantee that if the bid is accepted a contract will be entered into. City of Delphos shall return the bond or check of all unsuccessful bidders to them immediately upon awarding the contract or rejection of all bids.

The attention of the bidders is directed to the requirement that a non-collusion affidavit duly signed by the bidder, and also a Personal Property Tax Delinquency Affidavit duly signed by the bidder must accompany each proposal.

No bidder shall withdraw their bid for a period of sixty (60) days after the scheduled time of receipt and opening of bids.

The City of Delphos reserves the right to reject any or all proposals submitted and to waive informalities or irregularities in a bid received, and to determine the lowest and best responsive, responsible bidder (2), in accordance with the methods and criteria in the bidding documents. All documents received will become the property of the City of Delphos.

BY ORDER OF THE SAFETY SERVICE DIRECTOR

By: James Mehaffie

Dates published: 3-9-22, 3-16-22

## Table of Contents

## Section 1 – General Instructions

1.0	Project Title	4
1.1	Intent and Purpose	4
1.2	Definitions	4
1.3	Eligible Vendor Criteria	6
1.4	Communication Restriction	6
1.5	Questions/Clarifications	6
1.6	Proposal Packaging	6

## Section 2 – Instruction to Bidders

2.1	Bid Bond	7
2.2	Non-Collusion Affidavit and Disqualification	7
2.3	Proposal Form	7
2.4	Bid Withdrawal	7
2.5	Bid Selection/Bid Rejection	7
2.6	Performance Bond	7
2.7	Compliance with Law	8
2.8	Contract Language	8
2.9	Ownership/Subletting	8
2.10	Specification Compliance	8
2.11	Insurance	8
2.12	Suspension of Service	9
2.13	Holiday Observation	9
2.14	Ownership of Materials	9
2.15	Licenses and Taxes	9
2.16	Alley and Curbside Pickup	9
2.17	Proposal Form – Bid	9
2.18	Equipment	9
2.19	Employees	9
2.20	Care and Diligence	9
2.21	Service and Complaints	10
2.22	Guarantees by the Collector	10
2.23	Waiver of Claims	10
2.24	Breach of Contract/Agreement	10
2.25	Hours of Operation	10
2.26	Routes of Collection	10
2.27	Alternate Service Proposal by Collector	10
2.28	Acceptance of Terms and Conditions	10

## Section 3 - General Service Specifications

3.1	Service Requirements	11
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## Section 4 – City and Residents

4.1	Customer's responsibility	14
4.2	Customer Billing	14
4.3	Term of the Contract	14

4.4	Contract Disputes	14
4.5	Company Profile	14
Section 5	Proposal Services and Alternatives	15
Section 6	FORMS	
	Non-Collusion Affidavit	17
	Disclosure of Personal Property Taxes	18
	Attachment A	19
	Attachment B	20
Section 7	Proposal Forms	21
Section 8	Hold Harmless Agreement	23
Section 9	Campaign Contributions	23
Section 10	Bid Proposal Confirmation Sheet	24

**SECTION 1 – GENERAL INSTRUCTIONS****PROJECT TITLE**

City of Delphos – SOLID WASTE AND RECYCLING PROPOSAL

**1.1 INTENT AND PURPOSE**

It is the intent and purpose of the City of Delphos, Ohio to contract solid waste and recycling collection services whereby the successful bidder shall collect and dispose of all solid waste and collect and process (or collect and deliver to an approved recycling center) recyclable materials generated by residential units. The City of Delphos is exploring several options relating to collection processes with alternate services for “Big Item Pick Up and Yard Waste.”

**1.2 DEFINITIONS**

The following words and terms shall have the meanings set forth and defined as follows:

- (a) “Agreement” and “Contract” for the purpose of this request are synonymous, meaning a legally binding arrangement between two or more parties.
- (b) “Bid” and “Proposal” for the purpose of this request are synonymous, meaning an offer to pay or receive something for a specified price.
- (c) “Big Items”- “Refuse” items that are too large to be bagged or canned.
- (d) “City” shall mean City of Delphos, Ohio.
- (e) “Collector” the person, firm or corporation awarded a contract for the collection/disposal of residential solid waste by the City of Delphos, Ohio.
- (f) “Director” The Safety Service Director of the City of Delphos, Ohio or his/her duly authorized agent or designee.
- (g) “Disposal” The disposal of all material collected within the City shall be at an approved EOPA site. (Specify location with the Collector’s bid.) The Collector shall notify and have written approval from the Director at least thirty days in advance of changing EPA approved disposal sites.
- (h) “Double family residence” means the grouping together of two residential units under a common roof. Does not include mobile home parks.
- (i) “Garbage” means all waste or offal of fish, fowl, fruit, vegetable and animal matter resulting from the preparation of food for human consumption from houses, kitchens, hotels, restaurants, markets and commission houses.
- (j) “Multiple-family resident” or “Apartment” means the grouping together of three or more residential units under a common roof. Does not include mobile home parks. Multiple-family residence or Apartment must contract with their own vendor for refuse collection.

- (k) “Notice of Collection Schedule/Change” Notice of change of collection days and any subsequent change in the schedule, shall be approved in writing by the Director or his/her designee, at least three days before the schedule change is implemented. Customer notification by the collector shall be by publication at least twice in a newspaper of general circulation, by mail or by hand delivery, to each residential customer.
- (l) “Other refuse” means all discarded materials not included in the foregoing definitions.
- (m) “Recyclables/Recycling Materials” includes, but not limited to; glass, plastic, metal, cans, newspaper, cardboard, aluminum, or other market value materials sought-after by recycling facilities. Official list to be approved by the Director and attached.
- (n) “Refuse” means anything discarded resulting from (normal) residential occupancy. It does not, however, include any earthen materials, sand, bricks, stone, plaster, construction debris, hazardous materials, tires and appliances containing freon.
- (o) “Regular Weekly Service and Frequency of Collection”. Service shall be “normally” delivered over a five-day work week (Monday through Friday) with collection of all solid waste from residential customers once each week on the same day of the week. (Current established routing and scheduling shall be maintained.) Should collection not be made on any holiday, the collector shall make all necessary arrangements to collect all solid waste scheduled for collection on that day to be collected prior to such holiday or the day after. Will be required to provide printed color-coded calendar (See paragraph 3.1 (p) for discussion of recycle pickup.)
- (p) “Regulation container”. Metal or plastic watertight cans, not more than twenty-gallon capacity, with two handles on opposite sides and/or plastic or paper bags manufactured for the purpose of disposing of garbage and refuse.
- (q) “Residential Customer”. A household, owner, or occupants of a residential unit. Does not include mobile home courts. Estimated customers served by this contract is 2542.
- (r) “Residential unit” means the place of abode of a person living separately or together as an independent family. Does not include mobile home parks. Multiple-family residence or Apartment must contract with their own vendor for refuse collection.
- (s) “Service Area”. All incorporated areas of the City of Delphos including but not limited to all areas newly annexed during the contract period and any residence outside the city limits who receive either water or sewer services.
- (t) “Solid Waste” may include any combination of garbage, refuse, other refuse, or recycling material (However, for purposes of this contract, recyclable or recycling materials are not to be a disposable item but an item that is processed through a system whereby it will be returned to the market place for reuse.)
- (u) “Yard Waste” Vegetative waste resulting from the care and maintenance of landscaped areas, lawns and gardens. Yard Waste includes but not limited to (incidental) leaves, grass clippings, garden wastes and “bundled brush and pruning” limit to two (2) inches diameter and maximum four (4) feet in length) from on site trees or shrubs. Yard Waste does NOT include the following:
- All tree/brush materials that are removed from clearing a construction site;

- Agricultural processing waste and commercial products such as discarded fruits, vegetables and foliage;
- Industrial processing wastes, such as from food processing;
- Commercially assisted (or equivalent) removal of any of the previously defined yard waste items;
- Tree topplings of any kind;
- Storm damage clean up (not meeting prior definitions);
- Material collected off site and placed at the collection point.

### **1.3 ELIGIBLE VENDOR CRITERIA**

Vendors wishing to be considered for award must:

1.3.1 Submit TWO (2) copies of a response proposing a fixed cost solution to the Solid Waste and Recycling Proposal by 12:00 noon, Wednesday, April 13, 2022.

1.3.2 The Bidder must also complete and return all other appropriate attachments.

### **1.4 COMMUNICATION RESTRICTION**

Bidders shall not communicate with any employee, agent or public official of the City of Delphos concerning this RFP from its release date until a Bidder has been selected and a Contract executed, except by the method described in Section 1.5. If a Bidder attempts unauthorized communication, the City of Delphos may disqualify the Bidder from further participation in the RFP process or reject that Bidder's proposal.

### **1.5 QUESTIONS/CLARIFICATIONS**

Questions may be asked regarding the RFP, with our best effort to respond in writing to the submitted questions within the allocated time specified below, with responses going to all Bidders. All inquiries must be by e-mail to [ssd@cityofdelphos.com](mailto:ssd@cityofdelphos.com) and include the Company name, address, telephone, FAX numbers and email address, and the contact's name followed by the question. These questions should be directed to James Mehaffie for this project and must be received no later than 2:00 p.m. (E.S.T.), March 31, 2022.

### **1.6 PROPOSAL PACKAGING (Required):**

The following proposal components shall be provided in the order described.

Letter of Transmittal

- Vendor location and contact information
- Summarize key points of proposal

Executive Summary

- Statement of Understanding of Requirements
- Additional Comments the Bidder believes important to evaluation of proposal

Bidders Literature and Brochures

- Bidders Standard Sales and Licensing Agreements
- Sample documentation, warranty, and maintenance services Agreements
- Sales Literature for all items proposed

**SECTION 2 – INSTRUCTIONS TO BIDDERS****2.1 BID BOND**

Each bid shall be accompanied by a Certified or Cashier's Check, or letter of Credit, drawn on a solvent bank payable to the City of Delphos or a bid bond executed by a surety authorized to do business in the State of Ohio, in the sum of ten percent (10%) of the total of one year's bid, (Estimated customers served by this contract is 2542), as evidenced of good faith by the bidder that a Contract shall be entered into and its performance secured. The deposits of all unsuccessful bidders shall be returned when the successful bidder has entered into a contract and has furnished the necessary Performance Bonds or when the unsuccessful bids have been rejected.

**2.2 NON-COLLUSION AFFIDAVIT AND DISQUALIFICATION**

Bidders shall submit a Non-Collusion Affidavit at the time their bid is submitted. (Forms attached). No contract shall be considered fully executed until this affidavit has been properly submitted.

**2.3 PROPOSAL FORM**

The proposal(s) must be submitted on the Request for Proposal (RFP) Form(s) furnished by the City of Delphos in a sealed envelope plainly marked "City of Delphos, Solid Waste and Recycling Proposal".

**2.4 BID WITHDRAWAL**

No bidder may withdraw his bid for a period of sixty (60) days after bid opening date.

**2.5 BID SELECTION/BID REJECTION**

The City of Delphos reserves the right to select any of the services bid in this package in their entirety, in part, or not at all. The best bid chosen shall be based on the entirety of the "services selected" and the services selected shall not be awarded to more than one Collector. The City of Delphos reserves the right to reject any and all bids, to waive irregularities, and to award that bid which is determined by the Safety Service Director be in the best interest of the City of Delphos. The City may request references, list of equipment, financial statement or other information, which the City determines necessary to make a decision. All information requested shall be considered in determining the best bid.

**2.6 PERFORMANCE BOND**

In accordance with Ohio Revised Code Section 735.06 R.C. a performance bond of ONE HUNDRED PERCENT OF THE ESTIMATED AMOUNT OF THE FIRST YEAR'S CONTRACT WITH AN AUTHORIZED OHIO SURETY WILL BE REQUIRED FOR THE FAITHFUL PERFORMANCE OF THE CONTRACT. If the collector fails to comply with the surety bond requirement as set forth herein, the City shall have the authority and the right to purchase said bond and deduct the cost hereof from the compensation due the collector under the contract. In the event of legal determination of Breach of Contract, said bond shall be forfeited to the City of Delphos, Ohio, as liquidated damages.

**2.7 COMPLIANCE WITH LAW**

The collector must provide an Officer's Certificate to the City of Delphos certifying and documenting any and all adjudicate or pending actions or matters brought or filed against it or any of its affiliates or subsidiaries by any governmental authority, whether federal, state, administrative, local or otherwise,

which involve compliance or non-compliance with environmental rules or regulations, the violation of which did or could result in criminal or civil penalties being assessed or settlements, or of a criminal or civil nature filed by such a governmental authority which involves allegations including, but not limited to, antitrust matters, price-fixing, bid rigging, fraud or bribery, covering a period of five years prior to the date the contract is awarded. The collector shall covenant and agree to comply with all State and Federal laws, Ordinances and regulations which are applicable to the provision of solid waste and recycling services as required by contract entered into with the City.

## **2.8 CONTRACT LANGUAGE**

Any bidder contemplating submitting a proposal for the desired service and is in doubt as to the meaning of any part of the bidding document may submit to the Director a written request for an interpretation of any portion or portions of the bid document. The interpretation of said document shall be made only by written addendum issued by the Director and a copy of said addendum shall be mailed or delivered to each bidder that has obtained a set of the bidding documents. Any conflicting language, terms or explanations in this contract document that are brought to the Director's attention for clarification and/or resolve after its signing, such correction(s), or remedies as necessary, shall be at the sole discretion of the Director and his decision shall be final.

## **2.9 OWNERSHIP/SUBLETTING**

The collector shall not be permitted to change ownership or sublet any part of the contract without first obtaining written permission of the Director. The subletting of any part or responsibility thereof shall not relieve the collector of any of its responsibilities under the terms of the contract.

## **2.10 SPECIFICATION COMPLIANCE**

Unless otherwise stated by the bidder, only bids submitted in strict accordance with the specifications outlined in this bid document will be considered. Attorney-in-fact must file with each bond a certified and dated copy of their power of attorney.

Each bidder is responsible to satisfy himself as to the quantity of work to be performed, and must bid to collect, remove, dispose, process or deliver for processing (as required) of all solid waste material during the life of the contract.

## **2.11 INSURANCE**

The collector shall be covered by Workmen's Compensation Insurance, Public Liability and Property Damage Insurance for all claims, which may arise from any activity carried out pursuant to a contract with the City. All said insurance shall be in full force and effect throughout the term of such contract. The collector shall carry \$1,000,000 single limit coverage per accident for bodily injury and property damage. Collector shall indemnify, hold harmless and defend the City of Delphos, its officers, employees, agents and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City of Delphos, its officers or employees, agents and volunteers may hereafter sustain, incur or be required to pay arising wholly or in part due to any act or omission of collector, its agents, servants or employees in the execution, performance or failure to adequately perform collector's obligations pursuant to this contract. The Collector shall submit a Certificate of Insurance verifying the above coverage.

**2.12 SUSPENSION OF SERVICE**

Scheduled collection service shall not be suspended by the collector because of the temporary closing of any street, alley, lane or other public way.

**2.13 HOLIDAY OBSERVATION**

The Collector shall observe the following legal holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The city reserves the right to change the holidays observed as necessary. Any other observed legal holidays must be listed: \_\_\_\_\_.

**2.14 OWNERSHIP OF MATERIALS**

Title to solid waste shall pass to the Collector when placed in Collector's collection vehicle, removed by Collector from a container, or removed by Collector from the customer's premises (unless noted otherwise in this specification).

**2.15 LICENSES AND TAXES**

The Collector shall obtain all licenses and permits necessary to perform the services detailed in this contract (other than license and permit granted by the Contract) and promptly pay all taxes required by the City (City Income Tax, etc.). Bidders shall submit a fully executed Disclosure of Personal Property Taxed Affidavit (Ohio Revised Code Section 5719.042) at the time their bid is filed.

**2.16 ALLEY AND CURBSIDE PICK-UP**

The City of Delphos has both alley and curbside customers. The Collector shall service this customer base as directed by the Director.

**2.17 PROPOSAL FORM-BID**

The collector shall indicate the amount of compensation per unit per month required for the collection and disposal of the solid waste in the limits set forth herein in the space provided on the proposal form.

**2.18 EQUIPMENT**

The collector shall use only steel body packer type trucks (recycling collection vehicles may be non-compaction aluminum). All trucks may be inspected from time to time by the Director or his/her designee to see that they are clean, leak tight, and sanitary. Any truck that, in the opinion of the Director, is not clean or sanitary, shall be removed from service until it has been cleaned and/or repaired to his satisfaction. List of equipment to be included with bid specifications.

**2.19 EMPLOYEES**

Upon written directions by the Director, any of the collector's employees, actively engaged in the collection of solid waste in this City, that are unsatisfactory to the City, shall be removed from the job.

**2.20 CARE AND DILIGENCE**

The collector shall exercise all reasonable care and diligence in handling residential containers. The City will cooperate by requiring the City customers to provide and maintain only regulation containers which,

when filled weigh 60 pounds or less. The Collector shall exercise due care in preventing damage to the containers. The collector shall be responsible to replace any container that, in the opinion of the Director, was damaged by the collector.

## **2.21 SERVICE AND COMPLAINTS**

An office (approved by the Director) is required to be maintained by the collector for the transaction of business, including the receipt of service calls or complaints, which office shall be staffed by an employee of the collector and can be reached by dialing a local number or a toll free "800" number. A telephone answering service or cell phone in a truck will not fulfill this obligation. The office shall be open on the collector's working days, i.e., Monday through Friday, from 8:00 a.m. to 5:00 p.m. (See customer service representative addressed in this document.)

## **2.23 WAIVER OF CLAIMS**

It is understood by the bidder that by the submission of a bid for solid waste collection with the City of Delphos, Ohio, that this shall constitute a Mutual Waiver of any claims for damages, compensation, or Breach of Contract with may have arisen from any and all prior contracts with the said City.

## **2.24 BREACH OF CONTRACT/AGREEMENT**

The collector shall comply fully with any and all of the terms or conditions of these Specifications and/or contract/agreement. Failure to do so shall result in the City causing the compliance and charging the costs of doing so to the collector and/or its surety.

## **2.25 HOURS OF OPERATION**

Collector of Solid Waste shall not start collection services within the City of Delphos before 5:00 a.m. nor continue after 6:00 p.m. Exceptions to collection hours shall be affected only with written permission from the Director, or when Collector determines that an exception is necessary in order to complete collection on an existing collection route due to unusual weather-related circumstances and/or equipment related circumstances.

## **2.26 ROUTES OF COLLECTION**

The Collector may from time to time propose to the city changes in routes or days of collection. The Director, after analyzing the changes complete impact, will render a decision. Written approval from the Director will be necessary before implementing the proposed changes (see "Notice of Collection Schedule/Change" in Section "1").

## **2.27 ALTERNATE SERVICE PROPOSAL BY COLLECTOR**

The city may consider alternate written proposals for service and/or bids. Include all information about the alternate proposal on a separate proposal sheet. The Director will respond in writing to the proposed changes.

## **2.28 ACCEPTANCE OF TERMS AND CONDITIONS**

It is understood by the bidder that by the submission of a bid for solid waste collection to the City of Delphos, Ohio, that the submitter accepts and acknowledges the term and conditions herein, and that document **and** its attachments will constitute the contract.

**SECTION 3 GENERAL SERVICE SPECIFICATIONS****3.1 SERVICE REQUIREMENTS**

- (a) Regular Service – Each residential unit shall be furnished solid waste one time per week collection and recycling collection one time per bi-week. There shall be no limit on the amount of recycling materials collected. The Collector shall provide 65-gallon recycling carts for residential usage. Dumpsters servicing multiple-family residences or apartments are not included as part of this contract.
- (b) Furnish all necessary equipment for the collection and disposal of solid waste and all labor and supervision (see Customer Service Representative) incident thereto.
- (c) Collect any on-site waste material lost or spilled from residential containers during any collection.
- (d) In the event that any collection is “missed” by the collector under the schedule required, such “miss” shall be immediately remedied upon the Collector being notified of said “miss” by the Director or his designee. In the event that the Collector has completed the daily service for which a “miss” has been reported; such “miss” shall be immediately collected upon return to work the next day. Under no circumstances shall a “miss” remedy exceed 24 hours. “Misses” reported after the Collector has completed daily service for the last day of the work week may, at the City’s option, be completed by City workforces and documented charges, plus 30%, be offset against any amount owed the Collector for the performance of said work. (Under necessary health, safety and welfare circumstances, the Director may use City forces to complete unfinished contractual provisions of this contract without notice to the Collector with documented charges, plus 30%, offset against any amounts owed to the Collector for said work. This action shall be final and not subject to an appeal process.)
- (e) All service complaints from the residents, staff and customers shall be given prompt and courteous attention. Note: All service complaints shall be emailed to “Customer Service” and a response shall be required to be returned to the Utility office ([utility@cityofdelphos.com](mailto:utility@cityofdelphos.com)).
- (f) The collector shall undertake all collection services in a neat, orderly and efficient manner; use care and diligence in the performance of the contract, provide neat, orderly, uniformed, and courteous employees and personnel. The collector shall, insofar as possible, hire local people to carry out the terms of the contract.
- (g) The collector shall be responsible to notify the Director or his designee of any unsanitary conditions within the City corporation limits that may come to his attention.
- (h) The Collector shall prohibit the use of alcoholic beverages or illegal drugs by his drivers and collection crewmembers in the course of performing their duties under the contract. Fitness for duty is a service requirement.
- (i) The collector agrees that neither he nor any of his employees will discriminate against anyone under any circumstance or any matter directly or indirectly related to employment or service due to race, creed, color, religion, national origin, legal age, sex, familial status, or ancestry. Breach of this responsibility shall be regarded by the City as a material Breach of the Contract/Agreement.
- (j) The collector shall provide containers and service (pick-up and disposal) for six unspecified civic events per year within the City of Delphos. This service shall consist of minimum of three 6 cubic yard dumpsters or equivalent (for each event) placed where designated and removed from service when designated by the Director.
- (k) Collector’s employees shall be instructed to leave the collection route for the purpose of restroom usage.
- (l) Customer Service Representative (Route Supervisor) – The Collector shall furnish a Customer Service Representative to insure the completion of routes on a daily basis, quoting charges for

extra pickups, responding to damage claims, collecting dead animals from street surface, and coordinating service between the City of Delphos, the resident and the Collector.

City personnel shall first attempt to address service delivery, resolve any service complaints, or coordinate any other collection service need through the Customer Service Representative. If unsuccessful, City personnel shall then contact the Collector's office for resolve. In the event alley service is discontinued on a program basis, the Customer Service Representative shall be required to provide contract service to Director designated residential units due to severe physical property characteristics (slope of yard, grade, frontage, etc.) that preclude reasonable curbside service. The City of Delphos reserves the right to designate up to 150 of these locations without incurring additional charges.

- (m) The City of Delphos reserves the right to amend the Customer Service Representative arrangements on a year-by-year basis and/or make changes in the designated hours of service as long as the total hours do not exceed the amount contracted for.
- (n) Special Pickups (Extra Pickups) – Items exceeding service volumes defined as regular service; as requested either through the Utility Billing Office or by a residential customer, shall be referred to the Customer Service Representative for a firm quote for the extra pickup charges (collector shall submit a quantitative cost approach for assessing extra charges; i.e., cost-per-minute, cost-per-item, etc. for the Director's review; see proposal form).
- (o) Business District Receptacles – The Collector shall check and service the City owned trash receptacles in the downtown business district once a week but as often as necessary or directed (estimated 18 receptacles).
- (p) Curbside recycling collection service shall be provided on a bi-weekly basis to each residence and shall be collected on the same day the regular garbage collection service is provided. Recycling materials shall NOT be co-mingled with garbage or refuse and shall be collected by a separate unit(s) designated solely for the purpose of collecting recycling materials.
- (q) All charges incurred in association with the execution of this contract shall be the responsibility of the collector.
- (r) The City will mail monthly payments for services to the Collector by the 25<sup>th</sup> of the month of collection.
- (s) Dumpster Service (City owned properties) - The city of Delphos uses dumpster service at municipal government buildings, other properties and remote sites for the conduct of City business and for public service. These properties include but are not limited to: City Municipal Building, Police/Fire Stations, Water Treatment Plant, Wastewater Treatment Plant and Stadium Parks. A list of properties and service schedule will be provided for reference but actual service may vary due to seasonal conditions and service need. Bidders should include the cost to perform these services in their bid under regular residential service, regardless of the option(s).
- (t) Recycling collection service is to be provided at all City owned facilities (occupied) within the corporation limit at no additional charge to the City. (City Building, Fire/Police Stations, Water Treatment Plant, Wastewater Treatment Plant and City owned parks).
- (u) Disposal: The Collector shall dispose of all solid waste collected in accordance with this proposal, at properly licensed facilities. The collector shall be responsible to pay all disposal and weigh charges including but not limited to North West Ohio Solid Waste District Fees imposed by the landfill or transfer station and any contracts with the landfill or transfer station for said disposal of solid waste.
- (v) Alternate bid information – Big Items & Yard waste (freon reclamation from any appliance containing the same shall be the responsibility of the collector).
- (w) "Big Items" – There shall be a collection provided for "big items". The alternate bid request is for three approaches to be bid by the collector at his discretion.  
Option #1 – A "monthly collection point" approach whereby Big Items (except exclusions; automobile parts, earthen materials, construction debris, hazardous waste of any kind, explosives of any kind) are dropped off at 608 N. Canal St., Delphos, Ohio. The city of Delphos

will not be responsible for the staffing or collection of this option. All debris will be cleared from the site after collection.

Option #2 – Collector to designate an “established” once per month per residential unit approach whereby the residents can place big items at the curb for collection.

Option #3 – Collector may offer an alternative not previously mentioned.

- (y) “Yard Waste” – There shall be a weekly residential collection provided for “source separated yard waste” that has been placed at the collection point. It is preferred that the collector recycles compost materials.
- (z) “Yard Waste – Fall Leaf Pickup – the Collector shall provide for fall leaf pickup during two different weeks. One at the end of November and one the 1<sup>st</sup> week of December.

**SECTION 4 CITY AND RESIDENTS****4.1 CUSTOMER'S RESPONSIBILITY**

"Residential Customers" are required to place all "Solid Waste" in containers which shall be placed at their regular point of collection for pick-up service prior to 5:00 a.m. on the regular collection day.

Special pick-up disposal service (that amount or item which exceeds "regular service limits" will require the residential customer to make arrangements with the collector's customer service representative and/or the Collector's office as necessary.

**4.2 CUSTOMER BILLING**

The City shall be responsible for the billing and collection of payments from each residential account served by this contract. The city will keep records regarding the number of regular service accounts. A customer list will be provided quarterly. If the Collector disagrees with the number of residential units or the amount of payment, proof must be provided showing the city to be in error.

**4.3 TERM OF THE CONTRACT**

This contract will be effective July 1, 2022 and will expire on April 30 of the last date of the term.

**4.4 CONTRACT DISPUTES**

Interpretation or adjustments in the contract needed to accommodate future unknown circumstances shall be brought to the Director's attention.

**4.5 COMPANY PROFILE**

Each bidder shall include a profile of their company's history and operation; i.e. how long in business, communities serviced in the past five years, number and age of trucks that will be used to service Delphos's contract, length of employment of employees that will be assigned to Delphos's contract, years of experience the proposed customer service representative has with your company, and any other general information to help the City of Delphos become familiar with the company. (Bidders that are national or regional operations need only supply information relevant to the local operation). The final selection(s) of options will be awarded as a whole with no partial bid made. Bidders shall propose a turnkey solution for the full complete services requested by the City of Delphos.

**SECTION 5 PROPOSED SERVICES AND ALTERNATIVES**

## Residential Pickup

Solid Waste Collection and Disposal and Recycling Collection and Processing Contract with alternate Big Items and Yard Waste as Appropriate

Term – To be determined

The Collector may submit multiple bid options and alternatives. When submitting, the collector must use the Proposal Forms, Section #7. Each bid must be a complete submission. An example of the submission may be as follows: Bid option #2, with recycling services, and Big Items-Collection alternative #2

**Refuse and Recycling****Bid Option #1 – Refuse and Recycling Included**

The Collector shall furnish garbage cans/carts, approved by the City for garbage pick up, remove and dispose of any and all items, properly packaged for residential disposal. No bag or can shall exceed 60 pounds in weight. Weekly Refuse pick up and **bi-weekly** recycle pick up. Yard Waste included in this option.

**Bid Option #2 – Refuse and Recycling Included**

The Collector shall furnish garbage cans/carts, approved by the City for garbage pick up, remove and dispose of any and all items, properly packaged for residential disposal. No bag or can shall exceed 60 pounds in weight. Weekly Refuse and **Weekly** Recycling pick up. Yard Waste included in this option.

**OTHER SERVICES**

(Bid as Alternates; Refer to General Instructions)

**Big Items-Collection****Option #1**

A “monthly collection point” approach whereby Big Items (except exclusions; automobile parts, earthen materials, construction debris, hazardous waste of any kind, explosives of any kind) are dropped off at 608 N. Canal St., Delphos, Ohio. The city of Delphos will not be responsible for the staffing or collection of this option.

**Option #2**

A second approach is for the Collector to designate an “established” once per month per residential unit approach whereby the residents can place big items at the curb for collection.

**Option #3**

A third approach is the Collector may offer an alternative not previously mentioned.

**CONSTRUCTION DEBRIS**

The bidder is required to submit a definition of construction debris and what will be allowed picked up at the curb and/or dropped off at the Big Item Collection.

Fall Yard Waste and Leaf Collection – (Refer to General Instructions)

Residents will be required to put grass in plastic bags for collection.

Cost-per-item

Collectors may attach their “standard rate sheet” for collection of special/extra items; project these cost for five years.

**NON-COLLUSION AFFIDAVIT**

STATE OF OHIO )  
COUNTY OF ) ss

\_\_\_\_\_, being first duly sworn, disposes and says that he/she is \_\_\_\_\_ (sole) owner, a 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 has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, or connived or agreed with any bidder of anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, 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 such bid price; or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or in the content thereof, or divulged information or data relative thereof, 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: \_\_\_\_\_ Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

Seal of Notary

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

**DISCLOSURE OF PERSONAL PROPERTY TAXES**

STATE OF OHIO )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

The undersigned being first duly cautioned and sworn says that he/she is the \_\_\_\_\_ of \_\_\_\_\_, who made a bid for an improvement project or for the purchase of services and supplies for the City of Delphos, Ohio, involving the competitive bid process:

That Affiant says that he/she is familiar with Section 5719.042 of the Ohio Revised Code rewritten below and that he/she submits to the City of Delphos Auditor as the Taxing District Fiscal Officer this statement affirmed under oath that as the person with whom the municipal contract is made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district known as the City of Delphos has territory or that such person was charged with delinquent personal property taxes on any such tax list;

This statement sets forth in full, the amount of such due and unpaid delinquent taxes and any dues and unpaid penalties and interest thereon as specified by Section 5719.042 which is made a part of this Affidavit;

The Affiant says that if this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement; with the permission of the taxpayer, which is hereby given, shall be transmitted by the Finance Officer of the City of Delphos to the County Treasurer within thirty days of the date this statement is submitted.

Affiant further says that a copy of the statement shall also be incorporated into the contract between the City of Delphos and agrees that no payment shall be made with respect to any contract to which Section 5719.042 Ohio Revised Code applies unless such statement has been so incorporated as part thereof.

Section 5719.042 After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

If the statement indicates that the taxpayer was charged with any such taxes, all of the following apply:

- (A) The fiscal officer shall transmit a copy of the statement to the county treasurer within thirty days of the date it is submitted.
- (B) A copy of that statement shall be incorporated into the contract.
- (C) No payment shall be made with respect to any contract to which this section applies unless that statement has been incorporated as required under division (B) of this section.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as part thereof.

\_\_\_\_\_  
Signed

SWORN to and subscribed before me a Notary Public by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

**Attachment A****Section 735.05 Contracts, material, and labor**

The director of public service may make any contract, purchase supplies or material, or provide labor for any work under the supervision of the department of public service involving not more than fifty thousand dollars. When an expenditure within the department, other than the compensation of persons employed in the department, exceeds fifty thousand dollars, the expenditure shall first be authorized and directed by ordinance of the city legislative authority. When so authorized and directed, except where the contract is for equipment, services, materials, or supplies to be purchased under division (D) of section [713.23](#) or section [125.04](#) or [5513.01](#) of the Revised Code or available from a qualified nonprofit agency pursuant to sections [4115.31](#) to [4115.35](#) of the Revised Code, the director shall make a written contract with the lowest and best bidder after advertisement for not less than two nor more than four consecutive weeks in a newspaper of general circulation within the city or as provided in section [7.16](#) of the Revised Code.

**Attachment B**

**735.06 Proceedings on opening of bids**

Bids for work under the supervision of the department of public service shall be opened at the time, date, and place specified in the notice to bidders or specifications and shall be publicly read by the director of public service or a person designated by him. The time, place, and date of bid openings may be extended to a later date by the director of public service, provided that written or oral notice of the change shall be given to all persons who have received or requested specifications no later than ninety-six hours prior to the original time and date fixed for the opening.

Each bid shall contain the full name of each person interested in it and shall be accompanied by a sufficient bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association that if the bid is accepted a contract will be entered into and its performance properly secured unless the bid is for a contract for the construction, demolition, alteration, repair, or reconstruction of a public improvement, in which case it shall meet the requirements of section 153.54 of the Revised Code. If the work bid embraces both labor and material, such items shall be separately stated with the price thereof.

The director may reject any bid. Where there is reason to believe there is collusion or combination among bidders, the bids of those concerned therein shall be rejected.

**SECTION 7: PROPOSAL FORMS**

I. The undersigned acknowledges that I, or we, have reviewed the City and toured it to become completely familiar with all the conditions affecting this proposal;

II. The undersigned having familiarized \_\_\_\_\_, with the specifications and other conditions affecting the bid hereby proposes to furnish REFUSE COLLECTION SERVICES to the City of Delphos, Ohio for the following prices, to wit:

**Bid Option #1 – Weekly Refuse and Bi-weekly Recycle**

The Collector shall furnish garbage cans/carts, approved by the City for garbage pick up, remove and dispose of any and all items, properly packaged for residential disposal. No bag or can shall exceed 60 pounds in weight. **Weekly Refuse pick up** and **bi-weekly** recycle pick up. Yard Waste included in this option.

Cost per month per residential unit:

Year	Dates	3 year quote		5 year quote		7 year quote
1	7-1-2022 to 4-30-2023					
2	5-1-2023 to 4-30-2024					
3	5-1-2024 to 4-30-2025					
4	5-1-2025 to 4-30-2026					
5	5-1-2026 to 4-30-2027					
6	5-1-2027 to 4-30-2028					
7	5-1-2028 to 4-30-2029					

**Bid Option #2 – Weekly Refuse and Weekly Recycle**

The Collector shall furnish garbage cans/carts, approved by the City for garbage pick up, remove and dispose of any and all items, properly packaged for residential disposal. No bag or can shall exceed 60 pounds in weight. **Weekly Refuse** and **Weekly** Recycling pick up. Yard Waste included in this option.

Year	Dates	3 year quote		5 year quote		7 year quote
1	7-1-2022 to 4-30-2023					
2	5-1-2023 to 4-30-2024					
3	5-1-2024 to 4-30-2025					
4	5-1-2025 to 4-30-2026					
5	5-1-2026 to 4-30-2027					
6	5-1-2027 to 4-30-2028					
7	5-1-2028 to 4-30-2029					

### Big Item Collection Services

#### Option #1 – Monthly Collection Point

A “monthly collection point” approach whereby Big Items (except exclusions; automobile parts, earthen materials, construction debris, hazardous waste of any kind, explosives of any kind) are dropped off at 608 N. Canal St., Delphos, Ohio. The city of Delphos will not be responsible for the staffing or collection of this option.

Year	Dates	3 year quote		5 year quote		7 year quote
1	7-1-2022 to 4-30-2023					
2	5-1-2023 to 4-30-2024					
3	5-1-2024 to 4-30-2025					
4	5-1-2025 to 4-30-2026					
5	5-1-2026 to 4-30-2027					
6	5-1-2027 to 4-30-2028					
7	5-1-2028 to 4-30-2029					

#### Option #2 – Once a month Residential Collection

A second approach is for the Collector to designate an “established” once per month per residential unit approach whereby the residents can place big items at the curb for collection.

Year	Dates	3 year quote		5 year quote		7 year quote
1	7-1-2022 to 4-30-2023					
2	5-1-2023 to 4-30-2024					
3	5-1-2024 to 4-30-2025					
4	5-1-2025 to 4-30-2026					
5	5-1-2026 to 4-30-2027					
6	5-1-2027 to 4-30-2028					
7	5-1-2028 to 4-30-2029					

#### Option #3 – Alternative

A third approach is the Collector may offer an alternative not previously mentioned.

In submitting this Bid it is understood and agreed that the right is reserved by the City of Delphos, Ohio, to reject any and all bids. It is agreed that the Bid may not be withdrawn for a period of 40 days from the opening thereof.

Contractor:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed/Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**SECTION 8: Hold Harmless Agreement**

The Collector further agrees to indemnify the City against all claims, demands, causes of action, suits or judgement, including expenses incurred in the connection therewith, for death or injuries to persons or for the loss of or damage to property arising out of or in connection with the collection of solid waste and recyclables. In the event of and such claims made or suits filed, the City shall have the right to defend or settle the same to the extent of its interest. Copies of insurance certificates shall be supplied to Director annually. The Collector shall be required to be enrolled in at least Level 1 of the Workmen’s Compensation Insurance Drug Program.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By- print name/title

\_\_\_\_\_  
Signature

**SECTION 9: Campaign Contributions**

Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of Ohio Revised Code Section 3517.13 are in full compliance with Divisions (I)(1)( and (J)(1) of Ohio Revised Code Section 3517.13.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
By-print name/title

\_\_\_\_\_  
Signature

### SECTION 10: Bid Proposal Confirmation Sheet

Please fax this completed form to: 419-695-5102

Or

Email this completed form to: [sgeorge@cityofdelphos.com](mailto:sgeorge@cityofdelphos.com)

This form will be used to notify the bidder of any amendments or changes to the bid proposal forms.

Business Name	
Business Address	
Business Phone	
Business Fax	
Contact Name	
Contact Phone	
Contact email	