

Ross-Pickaway-Highland-Fayette Solid Waste Management District, Ohio

INSTRUCTIONS & SPECIFICATIONS

DROP-OFF RECYCLING REQUEST FOR PROPOSALS

INSTRUCTIONS

1. Receipt and Opening of Proposals

Ross-Pickaway-Highland-Fayette Solid Waste District (DISTRICT) shall receive proposals (i.e., "bids") on the form attached herewith in the office of the DISTRICT located at 141 W Main St., Suite 400, Circleville, Ohio 43113 until 1:00 p.m. on August 31, 2022. Bids must be sealed and clearly marked "Proposal for Drop-off Recycling." Any bids received after this time shall not be considered.

2. Scope of Work

The work to be performed under this Contract shall consist of all items contained in these instructions and specifications, including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth herein.

3. Term of Contract

The initial term of this Contract shall be for a period of three (3) years commencing January 1, 2023. Upon mutual agreement by both parties, and subject to the same terms and conditions set forth herein, the contract may be extended for two (2) additional, 1 year option periods. Said extension requests shall be expressed in writing at least ninety (90) days prior to the termination of the initial term.

4. Preparation and Submission of Proposal

All proposals (i.e., "bids") must be prepared and signed by the bidders on the form attached hereto and without removal from this bound pamphlet. If submitted by a corporation, the bid must be signed by an officer of the corporation, or by other persons authorized by a resolution of the Board of Directors. Bids which are not signed by individuals or corporations making them shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

All bids must be legibly written in ink or typewritten. Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, its address, and plainly marked "Proposal for Drop-off Recycling." If forwarding by mail the sealed envelope containing the bid must be enclosed in another envelope. The DISTRICT reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, to waive any irregularities, to interview bidders, to reject any and all bids, and to make an award deemed in its overall best interests. Conditional bids will not be accepted.

5. Contractor to Make Examination

Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment and material needed thereon. The bidder shall make its own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the DISTRICT. The bidder agrees that if it should execute the Contract, it shall make no claim against the DISTRICT because of estimates or statements made by any officer or agent of the DISTRICT which may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve him of any obligations with respect to its bid or to the Contract. The DISTRICT shall make all such documents available to the bidders.

6. Bid Bond

Each bid must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of \$10,000.00. The failure or refusal of the successful bidder to enter into the Contract within said time frame will result in the forfeiture of the Bid Bond (or check) to the DISTRICT as liquidated damages. Forfeiture of the security shall be the sole remedy of the DISTRICT. Award of the Contract may then be made to the next best qualified bidder, or the work re-advertised for proposals as the DISTRICT may elect.

The Bid Bond of the lowest three bidders will be held until the Contract is executed. If no bid has been selected within 60 days of the opening of bids, securities will be returned upon demand of any bidder at any time, thereafter, provided that it has been notified of the acceptance of its bid.

Each bid must also be accompanied by a certificate of insurance evidencing the coverage set forth in the Contract Specifications. In lieu of the certificate, the bidder may submit evidence satisfactory to the DISTRICT, that in the event that award of the Contract is made to him, the required coverage would be in place before execution of the Contract.

7. Performance Bond/Letter of Credit

The selected bidder shall have fourteen (14) days after notification of acceptance of the bid to deliver to the DISTRICT a Performance Bond or letter of credit in the amount of \$200,000. Said bond or letter of credit is to be executed by surety or banking institution satisfactory to the DISTRICT, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work. This Contract shall be subject to immediate termination by the DISTRICT at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the DISTRICT ninety (90) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice the Contractor files with the DISTRICT a similar bond to be effective for the balance of the Contract period.

8. Qualifications and Competency of Bidders

Each bidder is required to submit with the bid certified supporting data regarding its qualifications and suitability for the work to be performed including the following information:

- a. An itemized list of the bidder's equipment for use on the Contract (which may include equipment that the bidder intends to purchase from suppliers).
- b. A copy of the latest available financial statement prepared by an outside certified accounting firm for the bidder (or its parent corporation).
- c. Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the State of Ohio. In the case of corporations organized under the laws of any other state, evidence that the bidder is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Ohio, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.
- d. Evidence, in form and substance satisfactory to the DISTRICT, that the bidder (or its affiliated companies) has been in existence as a going concern in excess of two (2) years and possesses not less than two (2) years actual operating experience in recycling collection and processing.

9. Basis of the Bid Proposal

Bid proposals are solicited on the basis of **monthly** rates per drop-off container of specific size for residential recycling. The total number of recycling drop-off sites and containers and the total compensation due the Contractor may change. The rate quoted for drop-off recycling shall be based on current containers and frequency of service per site outlined in "Attachment A". Alternative pricing shall include:

Price \$_____per _____cubic yard(s) serviced 1 time per week.

Price \$_____per _____cubic yard(s) serviced 2 times per week.

Price \$_____per _____cubic yard(s) serviced 3 times per week.

Price for extra pickup \$_____

Recycling center Pickup:

Price \$_____per _____cubic yard(s) serviced 1 time per week.

Price \$_____per _____cubic yard(s) serviced 2 times per week.

Price \$_____per _____cubic yard(s) serviced 3 times per week.

The District will consider alternative pricing and service structures that are clearly defined and included as an alternative.

The rate quoted for drop-off recycling shall be submitted in accordance with the *Bid Form* attached hereto. The Contractor shall invoice the DISTRICT monthly, under these bid specifications for services provided on a monthly basis.

Recyclable materials shall be accepted comingled at the drop-off sites and shall include at a minimum; all mixed paper, corrugated cardboard, aluminum, and steel containers, #1 and #2 plastic containers, and glass bottles.

10. Addenda and Explanation

Explanations desired by a prospective bidder shall be requested of the DISTRICT 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 bidder. Every request for such explanation and any other information regarding the Contract shall be addressed in writing to: Erica Tucker, Ross-Pickaway-Highland-Fayette Solid Waste District, 141 W Main St., Suite 400 Circleville, Ohio 43113 no later than August 31, 2022. Any verbal statements regarding same by any person, previous to the award, shall not be binding.

II. DEFINITIONS

1. Definitions

Bid Bond - The corporate surety bond or certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

DISTRICT - Refers to Ross-Pickaway-Highland-Fayette Solid Waste Management District, Pickaway County, Ohio. The District will also refer to the appropriate employee of the DISTRICT authorized to act as its agent handling the pertinent matter of this Contract.

Containers - A receptacle made of plastic, metal, or fiberglass with a ability to hold mixed recyclables and prevent them from falling or blowing out onto the ground. The containers should be readily accessible to normal adults, having lids if needed, and be maintained in a clean and safe manner and be labeled for recycling and identify acceptable materials. Containers are to be provided by the contractor.

Contract Documents - The Request of Bids, Instruction to Bidders, Contractor's Proposal, Contract Specifications, the Contract, Performance Bond or Letter of Credit and any addenda or changes to the foregoing documents agreed to by the DISTRICT and the Contractor.

Contractor - The individual, firm, partnership, joint venture, corporation, or association performing recycling collection and processing under Contract with the DISTRICT.

Designated Disposal Site - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations or incinerators.

Insolvency - A party's inability to pay its debts as they mature.

Letter of Credit - A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the DISTRICT) for non-performance in amounts and under conditions as may be specified in the agreement.

Performance Bond - A corporate surety bond that guarantees compensation of the DISTRICT in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

Recycling/Recyclables: Any material defined by the DISTRICT, the Contractor or this agreement which may be accepted for the purpose of reuse. The list may be changed with mutual consent of both parties.

Refuse - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish, or a combination thereof.

Rubbish - Non-putrescible solid waste consisting of combustible and noncombustible materials including yard and garden wastes.

III. SCOPE OF CONTRACT

1. Effective Date

This Contract shall become effective on the day of execution. Contractor shall begin the service of recycling drop-offs according to the specifications outlined herein.

2. Exclusive Right

The DISTRICT covenants that during the term of this Contract it will not itself become involved in the activity of collecting and processing recyclables from the DISTRICT drop-off sites unless contractor is unwilling or unable to provide desired service.

3. Compliance with Applicable Laws

The parties to this Contract agree that the laws of the State of Ohio shall govern the validity, construction, interpretation, and effect of this Contract. The Contractor shall conduct the recycling collection and processing service as provided for by this Contract in compliance with applicable federal and state regulations and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent government ordinances which are hereby made a part hereof with the same force and effect if specifically set out herein

4. Bankruptcy/Insolvency

A party's insolvency, or voluntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with thirty (30) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of voluntary or involuntary bankruptcy. The DISTRICT shall not be bound to the Contract by an insolvent Contractor's trustee or receiver. In the event of the Contractor's bankruptcy, the DISTRICT will have the same remedies as provided for Breach of Contract.

5. Breach of Contract

If the Contractor fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the DISTRICT shall have the right to demand in writing adequate assurance from the Contractor those steps have been or are being taken to rectify the situation. The Contractor must within seven (7) days of receipt of such demand return to the DISTRICT a written statement that explains reasons for non-performance or delayed partial or substandard performance during that period. The Contractor also has available to him the option to appear with an explanation before the DISTRICT Board of Director's or designated representative. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the DISTRICT may, except under conditions of Force Majeure, terminate this Contract and make demands under the terms of the Performance Bond or Letter of Credit.

6. Force Majeure

Neither the Contractor nor the DISTRICT shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by 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 or DISTRICT. If such circumstances persist for more than thirty (30) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of thirty (30) days, it may terminate this Contract upon written notice given in thirty (30) days in advance to the DISTRICT.

7. Venue of Litigation

Venue for any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be in Pickaway County, Ohio.

8. Assignment of Contract

No assignment of this 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 DISTRICT, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or its Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

9. Waivers

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance or compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance or defective performance. Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

10. Illegal and Invalid Provisions

Should any term, provision, or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any terms, provision or other part of this Contract be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

11. Joint and Several Liability

If the contractor is comprised of more than one individual, corporation, or other entity, each of the entities comprising the contractor shall be jointly and severally liable.

12. Binding Effect

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

13. Amendment of the Contract

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties. A signed original is to be fastened to the original Contract with signed copies retained by all parties.

14. Merger Clause: Previous Agreements Superseded

This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they contradict this agreement.

IV. SERVICE, OPERATIONS AND PERFORMANCE

1. Service Provided

In an effort for the District to meet Ohio EPA waste reduction and recycling goals, it must assure convenient recycling services are available to the residents and businesses within the District. As such, the District provides single stream, residential recycling opportunities at many sites throughout the District. The District currently has no equipment or staff to provide these services. Hence, a contractor is needed to supply the recycling containers and collection services necessary for implementing a successful drop-off recycling program.

The Contractor will provide the necessary collection containers and equipment to adequately collect, process and market at a minimum; mixed paper, corrugated cardboard, glass bottles, #1 and #2 plastic containers, steel, and aluminum cans. Recyclable materials shall be accepted comingled at the drop-off sites.

The Contractor shall provide collection service of recyclables from drop-off locations identified in Attachment A of this document including, sorting, processing, and marketing of collected recyclables, removal, and proper disposal of non-recyclable material. Contractor may decline to collect any container, where non-recyclables are greater than 30% of the container or hazardous in nature. Where the Contractor has reason to decline collection of such a container, it or its agents shall inform the District within 24 hours as to why the recyclables were not collected, and a mutually agreed upon solution for handling the materials in this container will be determined within 72 hours.

2. Site Maintenance

The contractor will maintain the cleanliness of the site. This includes collecting the recyclable materials placed at the sites, but not in the provided containers. The Contractor shall use reasonable care to avoid spillage when emptying the containers. If during emptying, materials spill onto the ground to make the area unsafe or unsightly, the contractor will be responsible for picking up said spillage. Non-recyclable materials left outside the provided containers will generally be the responsibility of the District.

3. Container Requirements

Attachment A details the number and size of recycling containers currently required and the service schedules for each site. Containers shall be painted blue, (blue color to be mutually agreed upon by both parties), with a white "Mobius" recycling symbol on at least 2 sides. Containers shall have useable top lids and side doors for easy customer use. Alternative containers may be substituted with prior approval of the DISTRICT. The containers shall contain a label or sign that clearly designates the materials accepted in the containers and a label or sign that identifies the District as the agency responsible for said containers. Contractor shall strive to maintain the containers in reasonable working condition including satisfactory paint, working lids and doors, and signage as outlined above.

4. Area to be Serviced

The area to receive the service of drop-off recycling collection is hereby defined as the entire geographic area of Ross-Pickaway-Highland and Fayette Counties.

5. Hours of Collection

Normal hours of collection are to be from 4:00 a.m. to 8:00 p.m. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the DISTRICT and the Contractor. Contractor will be responsible for checking and complying with all local waste and recycling collection ordinances.

6. Routes and Schedule of Collections

The Contractor shall provide the DISTRICT with maps and schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall notify the District as soon as possible. Not less than ten (10) days prior to commencing service, the Contractor agrees to furnish for the DISTRICT's approval the initial schedules and routes to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the DISTRICT's approval which will not be unreasonably withheld.

7. Missed Collections

In the event that a regularly scheduled collection is missed and a complaint received by either the DISTRICT or the Contractor, and where no fault can be found on the complainant's part, a special collection will be required of the Contractor within forty-eight (48) hours. The DISTRICT shall notify the Contractor of any complaints it receives within twelve (12) hours by phone call, text, or email.

8. Complaints

The Contractor shall receive and respond to all complaints regarding services provided under this Contract. The Contractor may also be required to provide the DISTRICT with a copy of complaint activity on a quarterly basis. Any complaints received by the DISTRICT will be directed to the Contractor's office. Should a complaint go unresolved for longer than seven (7) days the DISTRICT will have the right to an explanation and satisfactory resolution.

9. Collection Equipment

All vehicles operated by Contractor shall be manufactured and maintained to conform to the American National Standards Institute's (ANSI) standard Z245.1. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. The Contractor may make private collections with the same vehicles used for Contract collections provided that such use in no way impairs the delivery of service required under the Contract.

10. Personnel

The Contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labeled with the name of company and employee. Clothing will be neat and clean as circumstances permit. Shirts will be required at all times. Each employee assigned to drive a vehicle shall, at all times, carry a valid driver's license for the type of vehicle being driven.

11. Nondiscrimination

Neither the Contractor nor any person(s) acting on its behalf shall discriminate against a person because of race, sex, age, creed, color, religion, or national origin.

12. Notice

A letter properly addressed and sent by certified mail to any party shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

13. Indemnity

The Contractor will indemnify and hold harmless the Ross-Pickaway-Highland-Fayette Solid Waste District, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees 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 attorney's fee arising out of a willful or negligent act or omission of the DISTRICT or the District, its officers, agents, servants and employees.

14. Insurance

The Contractor shall at all times during the contract maintain in full force and effect Worker's Compensation and General Liability Insurance. Proof on Insurance shall be submitted with bid. Liability Insurance shall meet a minimum amount of \$300,000/\$1,000,000. The Contractor shall also demonstrate Excess Umbrella Coverage of \$2,000,000 each occurrence.

Employer's Liability Coverage will be required of the Contractor and any subcontractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the DISTRICT and authorized to do business in the State of Ohio. Prior to the commencement of work the Contractor shall furnish the DISTRICT with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the DISTRICT.

15. Permits, Licenses and Taxes

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes and fees required for its legal operation.

16. Basis and Method of Payment

Contractor shall invoice the DISTRICT for the services provided on a monthly basis. Contractor shall be permitted to terminate service and seek other legal remedy to compel payment for invoices remaining unpaid more than one hundred and twenty days.

17. Reporting

At least quarterly, the Contractor shall provide to the DISTRICT an up-to-date Service Schedule for all drop-off sites being serviced under the contract. Semi-annually, the Contractor shall provide the DISTRICT a report that details the weight of materials collected from the drop-off sites being serviced under this agreement.

