

**City of Wapakoneta, Ohio
Request for Qualifications (RFQ)**

**COLLECTION, TRANSPORTATION AND DISPOSAL
SERVICES FOR REFUSE AND RECYCLING**

BID SPECIFICATIONS

Bid Due Date

July 21, 2023
3 P.M., EST

**City of Wapakoneta
701 Parlette Court
PO Box 269
Wapakoneta, OH 45895
419-738-3011**

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BID DOCUMENT

Section 1: Overview

The City of Wapakoneta, Ohio is seeking Response for Qualifications (RFQ) responses for the Collection, Transportation and Disposal Services for Refuse and Recycling (therein identified as “project activities”). Each response must meet the requirements as outlined in Section 8: Technical Specifications of this document.

Each response must include all labor, equipment and materials garbage and recycling totes), tipping fees and other item costs necessary to complete the project activities.

The contractor must provide the following:

- Placement and delivery of all equipment to complete project activities
- All personnel manpower necessary to complete the project activities
- Placement and delivery of all materials, including refuse containers and recycling totes or containers to complete the work identified in Section 8: Technical Specifications.

The city shall review all response submittals in accordance with the technical requirements and may enter into a contract agreement with the contractor/vendor from the selected quote.

Section 2: Calendar of Events

RFQ Issue Date:	June 7, 2023
Inquiry Period Ends:	June 28, 2023
City Responses Due:	July 21, 2023
Bid Opening Date:	July 24, 2023 <i>(revised)</i>
Notice to Proceed:	September 4, 2023
Issuance of Contract:	October 2023

The City may change the contract at any time before a contract is awarded. Under this circumstance, the City shall notify the contractors via email or phone call who have submitted responses to this RFQ.

Section 3: RFQ Instructions to Bidders

The following instructions are provided to bidders in consideration of the response solicitation and submittal process.

The following persons shall represent the City of Wapakoneta during the RFQ process:

City of Wapakoneta
Safety Service Director
701 Parlette Court
Wapakoneta, OH 45895
mbrillhart@wapakoneta.net
419.738.3011

The alternate staff person shall be:

Bill Thomas, Public Works Superintendent
110 E. Harrison Street
Wapakoneta, OH 45895
bthomas@wapakoneta.net
419.773.9261

Submission of Bids

- a. Bids shall be submitted on the printed sheets provided in Section 9: Bid Proposal Response Sheets herein for that purpose.
- b. Each bid shall be sealed and shall bear on its face the name of the bidder, time and date of the bid opening, and the subject of the bid.
- d. Bids received after the time specified in the advertisement will not be considered.
- e. Erasures or corrections may invalidate a bid unless properly noted over the signature of the bidder.

Inquiry

Contractors may make inquiries to the City representative or alternate prior to the end of the inquiry period shown in Section 2. The inquiries may be made via email or written letter. The City shall respond to each inquiry and copy all contractors who have submitted an inquiry or RFQ response prior to the response due date (July 21, 2023).

Bid Submissions

Submitted bids are firm for sixty (60) days. After the sixty (60) day timeframe, contractors may revise or make a request to withdraw their response quote from further consideration by the city.

Bids must be hand delivered or mailed to:

The City of Wapakoneta
Safety Service Director
Attn: RFQ Refuse and Recycling
701 Parlette Court
Wapakoneta, OH 45895

Opening of Bids

At the time and on the date specified in the advertisement for receipt of bids as reflected in Section 2: Calendar of Events, all bids will be opened and publicly read.

Rejection of Bids

The City reserves the right to waive informalities, to reject any or all bids, or to accept any bid which may be deemed to be for the best interest of the City of Wapakoneta.

Section 4: Project Requirements

The scope of work for this RFQ shall include labor, materials and equipment, and other items necessary to complete project activities as follows:

Base Bid: Standard Weekly Refuse Service with Every Other Week Recycling (w/ 1, 95/96-gallon cart Included for weekly refuse and w/ 1, 95/96-gallon cart included for every other week recycling)

The following Alternate bids will also be considered.

Alternate 1: Resident shall receive a 65-gallon cart for curbside refuse every week with **Every Other Week Recycling** (w/ 1, 65-gallon cart Included for weekly refuse and w/ 1, 65-gallon cart Included for every other week recycling).

Alternate 2: Standard Refuse Weekly Bag Service: Residents shall place no more than 4 bags at the curb with this service. Bags cannot exceed fifty (50) pounds in weight. No other refuse other than bulk shall be allowed outside the bags. (w/ 1, 64/65-gallon cart included for every other week recycling).

Additions:

- **Additional Refuse or Recycling Cart Rental: 95/96-gallon**
- **Additional Recycling Cart Rental: 65-gallon**

Proposed Format

Each RFQ response must provide sufficient information for the City of Wapakoneta to make an informed decision about the submittal specific to project requirements, costs, and compliance with the RFQ.

The bid response materials shall include:

- A cover letter signed by the contractor's authorized representative
- Contractor profile
- References
- W-9 form
- Proof of insurance
- Cost summary
- Mailing address to which payments by customers will be sent
- Any conflicts of interest between the contractor or any representative therewith and the City of Wapakoneta

Surety

- a. Bid Bond - each bid must be accompanied by a bid bond payable to the City of Wapakoneta, Ohio, in the amount of 100 percent (100%) of the five-year bid price as a guarantee that if the bid is accepted, a contract will be entered into and the performance of the same properly secured. The contractor agrees that should they fail to execute the contract after they have been awarded the contract their certified check or bid bond accompanying this proposal shall be forfeited to the City of Wapakoneta for failure to perform said collection, transportation, and disposal services.
- b. Performance Bond - the bidder to whom an award is made shall furnish a bond payable to the City of Wapakoneta, Ohio, in the amount of one hundred percent of the first-year contract price as a guarantee for the faithful performance of the contract. The bond shall remain in effect and shall be renewed annually throughout the term of the Contract.

Contract Terms

1. A period of five (5) years. The City shall also have the right to extend the contract at two-year intervals.

Section 5: General Bid Specifications

Subsection 1.

Approximately 4,000 residential units currently receive curbside service. The above listed number is subject to change at any time. The Contractor will adjust the invoice as directed by the City to reflect the actual service that is being performed in the City.

Subsection 2.

The contract to be awarded shall cover:

1. A period of five (5) years. The City shall also have the right to extend the contract at two-year intervals.
2. A bid price is a per month charge per residential unit, which includes trash collection and curbside recycling collection. Carts shall be provided by contractor. Contractor shall retain ownership and properly maintain carts throughout the term of this contract repairing or replacing carts as necessary due to normal wear and tear. The contractor shall include any governmental fees.
 - A. Standard Refuse Weekly Cart Service: Resident shall receive one 95-gallon or 96-gallon cart with this service. No other refuse other than bulk shall be allowed outside the cart. Should the resident need additional capacity, they would need to rent additional carts directly from the Contractor.
 - B. Curbside Recycling: Resident shall receive a 95 or 96-gallon cart for every other week recycling.
 - C. Alternate 1: Resident shall receive a 65-gallon cart for curbside recycling every other week.

It may be possible for the awarded contractor to acquire existing carts that have already been acquired by current residential customers. Contractors can discuss this option with the city during the bid inquiry period.

Subsection 3.

The City requires the bidder to present satisfactory evidence that he has been regularly engaged in the business of solid waste removal (including recycling) previous to the bidding of the contract with similar or like municipalities. The City also requires the bidder to present satisfactory evidence that he is fully prepared with the necessary capital, material, insurance, machinery, and equipment to conduct the work to be contracted to the satisfaction of the City of Wapakoneta and to begin promptly when so ordered after contract is awarded.

Subsection 4.

The Contractor will develop comprehensive literature explaining containers, the scheduled pick-up routes, holiday information, a thorough description of the recyclable materials that will be accepted, etc. This brochure will be mailed or delivered by the Contractor to all City resident prior to commencement of service under this contract.

Specifications: Solid Waste Collection

Subsection 1.

The term "waste material" shall include all municipal solid waste originating from the use of property situated within the corporate limits of the City of Wapakoneta, Ohio, as defined by Ohio Revised Code 3734. There are approximately 200 property customers that are provided collection services by the City of Wapakoneta outside the city's corporate limits. Waste materials are more specifically being identified in the following categories:

- A. All solid waste material that size will allow to be placed in a standard rear load, front load or side load hopper.
- B. All appliances and furniture including, but not limited to, refrigerators, dishwashers, dryers, sofas, chairs, carpet and mattresses; (provisions to remove CFC's shall be made by the waste generator from all appropriate appliances prior to disposal by the waste hauler). Construction and demolition debris shall not be accepted.
- A. Organic waste of animal, fish, fruit, or vegetable matter arising from or attendant to the storage, dealing in, preparation or cooking of food for human consumption. This does not include animal carcasses found along the roadside or killed and processed during hunting season.
- B. All tires and yard waste and any additionally banned Ohio EPA materials shall not be accepted under this contract.
- C. Cold ashes must be bagged inside the cart. Hot ashes will not be accepted.

Subsection 2.

It is the desire of the City to maintain the same pickup schedule and routes currently being used. If for any reason the Contractor requires a change in the schedules, it will be the Contractor's responsibility to notify the residents affected after first receiving the written approval of the City. Collection of waste material

shall be provided once each week on the scheduled day, for which containers are placed at the curb, edge of street or right-of-way.

Subsection 3.

Bulk collection includes normal residential refuse (couch, mattress, bundled carpet, etc.) and does not include any material generated from a storm, act of God or man-made disaster. Bulk collection limited to one item per household per week.

Subsection 4.

Collections for residential units shall be made at least once a week, no earlier than 6:00 a.m. and no later than 7:00 p.m., Monday through Friday. The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. There shall be no exceptions to this schedule. Collections for such Holidays will be made on the following weekday, meaning that if a holiday happens on Monday, all service for that week would be delayed by one day with Friday collection occurring on Saturday. In the event the Contractor cannot perform the services agreed upon in this bid specification document or contract document due to inclement weather, it will be the sole responsibility to contact residents, local media, and the city, notifying them that service will be delayed and when service will be resumed.

Specifications: Curbside Recycling

Subsection 1.

Contractor shall collect and remove recyclable materials once every other week on the regularly scheduled trash collection day from all residences.

Subsection 2.

If the City selects this cart system for recycling the contractor must provide and distribute each residence with a 95-gallon or 96-gallon recycling cart. Color of the recycling bin will be at the discretion of the contractor. Contractor shall retain ownership and shall properly maintain carts.

Subsection 3.

If a resident needs an additional cart(s), the resident may rent these additional carts directly from the contractor at the price stipulated on their bid proposal form.

Subsection 4.

Bidder should include list of recyclable materials to be collected. It should include, at a minimum, but not be limited to, paper, cardboard, aluminum and steel cans, and plastic bottles. Bidder may offer glass bottle recyclable collection as well.

Section 6: Evaluation of Responses

All bid responses must meet the minimum requirements and qualifications as provided in the RFQ. The City of Wapakoneta will review and consider all responses in consideration of the identified technical specifications.

The city may request additional information or clarification(s) from any contractor under active consideration. An award by the City of Wapakoneta will take into consideration the lowest and best Bidder response submittal.

Section 7: General Conditions

General Specifications and Information

Subsection 1.

Contractor's employees should exhibit no improper or abusive language or unacceptable or improper conduct to the public or such offender may be removed from the City's route by the contractor upon request by the City.

Subsection 2.

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment used by the Contractor for the collection and removal of waste material shall be kept neat, clean and sanitary. The Contractor further agrees that at no time they will double-side any two-way streets within the city limits. The Mayor of Wapakoneta must grant authorization for the double siding of one-way streets.

Subsection 3.

Contractor shall indemnify, save harmless, and exempt the City, 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 incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses

and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

Subsection 4.

The price proposal for each residential unit serviced by the Contractor shall include all cost associated with the collection and disposal or processing of solid waste and recyclables. There shall be no additional fees or surcharges added to the cost of service unless prior approval is granted by the City.

Subsection 5.

Contractor shall agree that if any premises or collections are missed, the contractor shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of force majeure events within one (1) weekday, conditions permitting.

Subsection 6.

Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient staff to answer telephones and respond and resolve issues from 7:30 a.m. to 5 p.m. weekdays.

Subsection 7.

Insurance Requirements:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials, and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, contractor shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

Subsection 8.

Termination - The contractor may be terminated by the City of Wapakoneta upon a ninety (90) day written notice of termination of contract.

Section 8: Technical Specifications

Personnel, Materials and Equipment

The contractor shall provide all necessary personnel, materials, and equipment to perform the collection, transportation and disposal services for refuse and recycling.

Protection of Property

The contractor shall ensure that all properties associated with curbside collection, transportation and disposal services are not damaged or negatively impacted by the contractor's personnel, materials, or equipment.

Costs

The responding contractor shall identify the total costs to provide the service options applicable to the contractor for the collection, transportation, and disposal of refuse and recycling as shown in Section 9: Bid Proposal Response Sheets.

Safety and Cleanup

The contractor shall ensure the safety of its personnel and provide adequate and safe protection for affected parties within the City's corporate limits. In addition, the contractor shall ensure effective cleanup of spills, sanitation or remaining on-site debris of materials and equipment have occurred at the causation of the contractor.

Legal Compliance

The contractor must be in-compliance with all applicable state and local laws

Billing

The selected contractor shall perform the customer billing service. The City of Wapakoneta shall not be involved in customer billing. The contractor shall provide complaint resolution with customers.

Section 9: Bid Proposal Response Sheets

City of Wapakoneta: Collection, Transportation and Disposal Services for Refuse and Recycling

Base Bid: Standard Weekly Refuse Service with Every Other Week Recycling (w/ 1, 95/96-gallon cart Included for weekly refuse and w/ 1, 95/96-gallon cart Included for every other week recycling).

Contract Year 2024 \$ _____ per unit per month

Contract Year 2025 \$ _____ per unit per month

Contract Year 2026 \$ _____ per unit per month

Contract Year 2027 \$ _____ per unit per month

Contract Year 2028 \$ _____ per unit per month

Both parties shall exercise pricing for the option years upon mutual negotiations.

Alternate 1: Resident shall receive a 65-gallon cart for curbside refuse every week with Every Other Week Recycling (w/ 1, 65-gallon cart Included for weekly refuse and w/ 1, 65-gallon cart Included for every other week recycling).

Contract Year 2024 \$ _____ per unit per month

Contract Year 2025 \$ _____ per unit per month

Contract Year 2026 \$ _____ per unit per month

Contract Year 2027 \$ _____ per unit per month

Contract Year 2028 \$ _____ per unit per month

Both parties shall exercise pricing for the option years upon mutual negotiations.

Alternate 2: Standard Refuse Weekly Bag Service: Residents shall place no more than 4 bags at the curb with this service. Bags cannot exceed fifty (50) pounds in weight. No other refuse other than bulk shall be allowed outside the bags. (w/ 1, 64/65-gallon cart included for every other week recycling).

Contract Year 2024 \$ _____ per unit per month

Contract Year 2025 \$ _____ per unit per month

Contract Year 2026 \$ _____ per unit per month

Contract Year 2027 \$ _____ per unit per month

Contract Year 2028 \$ _____ per unit per month

Both parties shall exercise pricing for the option years upon mutual negotiations.

Additional Refuse or Recycling Cart Rental: 95/96-gallon

Contract Year 2024 \$ _____ per cart per unit per month

Contract Year 2025 \$ _____ per cart per unit per month

Contract Year 2026 \$ _____ per cart per unit per month

Contract Year 2027 \$ _____ per cart per unit per month

Contract Year 2028 \$ _____ per cart per unit per month

Both parties shall exercise pricing for the option years upon mutual negotiations.

Additional Recycling Cart Rental: 65-gallon

Contract Year 2024 \$ _____ per cart per unit per month

Contract Year 2025 \$ _____ per cart per unit per month

Contract Year 2026 \$ _____ per cart per unit per month

Contract Year 2027 \$ _____ per cart per unit per month

Contract Year 2028 \$ _____ per cart per unit per month

Both parties shall exercise pricing for the option years upon mutual negotiations.