

PROPOSAL

CITY OF WAUSEON FULTON COUNTY, OHIO

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JAMIE GIGUERE

DIRECTOR OF PUBLIC SERVICE
KEITH TORBET

PROJECT: FRANCHISE FOR A GARBAGE AND REFUSE
COLLECTION AND DISPOSAL SYSTEM IN THE CITY
OF WAUSEON (12/1/2022 TO 11/30/27)

BID OPENING DATE: TUESDAY, SEPTEMBER 13, 2022, AT 10:00 AM

LOCATION: COUNCIL CHAMBERS, MUNICIPAL BUILDING,
230 CLINTON STREET, WAUSEON, OH 43567

BID SUMMITTED BY:

(COMPANY) (STREET)

(CITY) (STATE) (ZIP)

Notice to Bidders

Sealed bids for a franchise or privilege to acquire, maintain and operate a residential refuse and garbage collection and sanitary disposition system in the City of Wauseon, State of Ohio, will be received at the office of the Clerk of Council of the City of Wauseon, until 10:00 a.m. on Tuesday, September 13, 2022, at which time will be publicly opened, read, and tabulated.

Copies of the bid form, specifications and other contract documents may be examined at the office of the Clerk of Council of the City of Wauseon, 230 Clinton Street, Wauseon, OH 43567.

Bids must be submitted on the form furnished by the City of Wauseon and must contain the full name of every person or firm interested in the same.

Any bid may be withdrawn prior to the scheduled time for receipt of bids, but no bidder shall withdraw his bid within {60} days after the actual opening thereof.

All bids shall be placed in a sealed envelope clearly marked "Refuse Franchise Bid Proposal."

The right is reserved to reject any and all bids, or to waive any informalities in bids received.

By order of the Council of the City of Wauseon.

Keith Torbet
Director of Public
Service

Publication Dates: August 16, 23, 30, 2022

**PROPOSAL
TO THE CITY OF WAUSEON, FULTON COUNTY, OHIO**

I, we, the undersigned, declare that we have carefully examined the form of contract, together with the specifications and all instructions to the bidder pertaining thereto and that we will contract to provide all necessary machinery, tools, personnel, and equipment and do all work called for by said contract and specifications in the manner therein prescribed and according to the requirements of the City of Wauseon, as therein provided for a period commencing December 1, 2022, and ending November 30, 2027 notice to be given by the City of Wauseon to commence work and upon the following prices:

RESIDENCES

Option A: I, we, offer to collect garbage and refuse in the City of Wauseon, Ohio commencing December 1, 2022 and ending November 30, 2027 in 30 gallon refuse bags with a minimum of weekly collections per residence and to charge the sum of _____ (\$_____) per refuse bag.

Option B: I, we, offer to collect garbage and refuse in the City of Wauseon, Ohio commencing December 1, 2022 and ending November 30, 2027 with a maximum of four (4) 30 gallon refuse bags with a minimum of weekly collections per residence and to charge the set fee of _____ (\$_____) per residence billed monthly to the city.

Option C: I, we, offer to collect garbage and refuse in the City of Wauseon, Ohio commencing December 1, 2022, and ending November 30, 2027, utilizing a graduated container system based on the residence's need at the following rate and billed monthly to the city.

95 Gallon Container _____ (\$_____) per residence

65 Gallon Container _____ (\$_____) per residence

___ Gallon Container _____ (\$_____) per residence

** (optional smaller size container for under 2 30 gallon bag capacity)

Recycling option: I, we, offer to collect recycling in the City of Wauseon, Ohio commencing December 1, 2022, and ending November 30, 2027, utilizing a ___ gallon container with a minimum bi-weekly collections per residence and charge a set fee of _____ (\$_____) per residence billed monthly to the city.

This bid set forth herein for residential rates is based on a landfill dumping charge or fee of \$_____ per _____.

Dated at _____ the _____ day of _____

Witness:

Signature of Bidder

Firm, Corporation, Individual Name

Street Address

City, State, Zip

FAILURE TO COMPLETE THE PROPOSAL FORM IN FULL SHALL, AT THE DISCRETION OF THE CITY OF WAUSEON, INVALIDATE THE BID

GENERAL CONDITIONS

1. DEFINITIONS:

"CITY" - The City of Wauseon, Ohio

"BIDDER: - The bidder whose proposal is accepted by the City.

"NOTIFICATION" -Written notice, delivered in person or by mail.

"CONTRACT DOCUMENTS" -This document, Instruction to Bidder, City of Wauseon Resolution No. 2022-16, Proposal of Bidder and Agreement

2. CONFLICTS AND OMISSIONS: The interest of the contract documents is to provide everything necessary for the proper execution of the work. In case of conflict, the work shall not proceed until a decision has been agreed upon by all parties concerned.
3. ROYALTIES, PATENTS, NOTICES AND FEES: Bidder shall give all notices required by the contract documents and pay all landfill fees. He shall comply with all laws, ordinances and codes applicable to any portion of the work.
4. EXAMINATION OF PREMISES: Bidder shall familiarize himself with local conditions affecting the contract. He shall make his own examination and be responsible for the correctness of same. Bidder shall be held to have made such examinations and no allowance will be made in his behalf by reason of error or omission on his part.
5. WORKING CONDITIONS: All work shall be done in accordance with all regulations of the State Department of Health and Fulton County Department of Health.
6. EMPLOYEES: Bidder shall enforce good order among his employees and shall not employ on the work any disorderly, intemperate or unfit persons or any one not skilled in the work assigned to him.
7. PROTECTION: Bidder shall maintain adequate protection to all of his work from damage. Proper safety provisions shall be observed at all times for the protection of all persons.
8. INSURANCE: No work connected with this contract shall be started until the bidder has submitted a certificate of insurance to the City that (a) all workmen are insured to protect him from claims for damages for personal injury or death which may arise from operations under this contract and (b) he is covered by Property Damage Insurance in the amount of \$250,000.00 and Public Liability Insurance in the amount of \$500,000.00 for each person and \$1,000,000.00 for each occurrence. All of the above insurance shall be maintained during the life of this Contract.

Said certificate must indicate that coverage is provided for any and all vehicles used within the City. The insurance covered by said certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the owner.

9. CHANGES: Bidder shall make changes in the contracted work only as ordered in writing by the City.
10. INSPECTION: Bidder shall at all times permit and facilitate inspection of the work by the City.
11. TERMINATION FOR BREACH: The City may terminate this contract when violations are not stopped immediately and corrected within ten days after notification by the City. In the event of such termination, the City may complete the contracted work and the bidder will be liable for any excess cost occasioned the City thereby.
12. CLEAN-UP: Bidder shall at all times keep any premises free from accumulations of waste material or rubbish caused by the employee or work.
13. NON-COLLUSION AFFIDAVIT: The successful bidder will be required to execute a Non-Collusion Affidavit as prescribed by the City of Wauseon.
14. PERSONAL PROPERTY TAX AFFIDAVIT: The successful bidder will be required to execute a Personal Property Tax Affidavit as prescribed by the City of Wauseon.
15. CITY INCOME TAX COMPLIANCE: The successful bidder will be required to withhold City of Wauseon income taxes from employees for work performed within the City of Wauseon.
16. UNRESOLVED FINDINGS FOR RECOVERY DATABASE AFFIDAVIT: The successful bidder will be required to execute an Unresolved Findings for Recovery Database (Auditor of State) Affidavit as required by the State of Ohio and prescribed by the City of Wauseon.
17. PERFORMANCE BOND: The successful bidder will be required to post a \$10,000.00 performance with the City of Wauseon.

REFUSE COLLECTION AND DISPOSAL SPECIFICATIONS

Section 1

The contract is for the period December 1, 2022 to November 30, 2027.

Section 2

Each residential dwelling serviced by the bidder hereinafter provided shall be determined by the service selected by the Council of the City of Wauseon, Ohio.

Section 3

Each bid must be made on the proposal forms supplied by the Clerk of Council and must contain the full name of every person or company interested in the same. The bid must be accompanied by a certified check or bid bond in the amount of \$10,000.00 on a solvent bank, as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured. Should any bid be rejected, such check will be forthwith returned to the bidder and should any bid be accepted, such check will be returned upon the proper execution and securing of the contract. The bid provided herein shall be the cost to be charged to the residents of the City of Wauseon for the collection per residential dwelling and commercial establishment.

If option A is selected, the successful bidder shall be responsible for the distribution of numbered tags in groups of (10) and provide for their sale to the residential user. The required tags are to be delivered as needed.

If option C is selected the successful bidder shall be responsible for the distribution of containers based on the preference of the residents needs.

Section 4

When the Council shall have awarded said franchise or privilege and shall have approved the same as herein provided, the successful bidder shall, on the first specified day of December 1, 2022, after the approval of the sale by the Council and execution of exclusive contract therefore, commence the collection of garbage and refuse, in good faith, and by workable and sanitary means, along routes to be agreed on by bidder and Director of Public Service. Said system and collection shall extend to all parts of the City. In case any such bidder shall fail to commence and complete the system and collection within the time herein provided, the franchise or privilege shall, at the option of Council, become forfeited, and Council may declare the franchise or privilege, together with any bond, forfeited, and may again offer the franchise or privilege for sale to the lowest bidder as provided by Section 3 of these specifications.

Section 5

Any person, firm or corporation owning or exercising such franchise or privilege may sell, assign, or transfer the same, but only on the written consent of the City acting by ordinance approving said assignment or transfer. In any such sale, none of the terms and provisions of these specifications shall be modified, changed, evaded, or nullified, and in case this is done, the Council of the City of Wauseon shall have the right to declare same forfeited. In the event any such sale or transfer through combination, absorption, collusion, or cooperation of the seller with the buyer, or of the buyer with the seller, results in the increase of rates, or the discontinuing of collection of garbage and refuse required hereunder, the Council of the City of Wauseon shall have the right to declare the said franchise forfeited to the City of Wauseon.

Section 6

The bidder of said franchise, his or its associates, successors and assigns, shall have the rights, privileges, and power to use the streets of the City, its alleyways and its passageways to collect garbage and refuse.

All collections of any refuse, garbage or other material shall be made with the least practical delay and inconvenience to the public and individuals.

No obstructions may be placed by the bidder or his or its agents or assigns in the streets, sidewalks, alleyways, and passageways of the City without the consent of the Director of Public Service.

The holder of this franchise shall use a street curb collection for said garbage and refuse. Alleys may be used for said collections whenever it would be more convenient for collection of garbage and refuse.

The vehicle used for the collection and removal of refuse and garbage shall be driven only on the right side of the street. Said vehicle shall at all times have a driver sitting behind the wheel of said vehicle when said vehicle is in motion. Said vehicle shall be capable of sanitizing all commercial dumpsters upon collection.

Any spill of garbage or refuse must be immediately clean and removed, leaving the area broom clean.

For residential customers, no pick-up shall take place before 7:00 a.m. or after 9:00 p.m.

Section 7

The holder of this franchise shall collect all garbage and refuse from parties availing themselves of the use of the system when such garbage and refuse are put in receptacles designated as proper by ordinance and these receptacles are placed on the properties as designated by ordinance. The Council reserves to itself the permanent right and authority to be able to designate what garbage and refuse are and what must be collected by the holder of this franchise. The definition of garbage and refuse may be made by the City by ordinance and such ordinance may be subject to change by the Council at any time and from time to time.

Section 8

For the purpose of these specifications, the following definitions shall apply and the words and phrases shall have the meaning respectfully ascribed to them.

Garbage. All putrescible wastes except of the human body and other water carried wastes and shall include all vegetable and animal wastes resulting from handling, preparation, cooking and consumption of foods. Any containers, except broken glass, that have contained goods or liquids for consumption by humans or other being shall also be classified as garbage.

Refuse. Ashes, crockery, bottles, cans, paper, and other wood pulp products, boxes, rags and other cut vegetation, old or discarded clothing, bedding, rubbish, dirt, old or scrap copper, brass, rope, batteries, pipe, scrap iron, steel or other ferrous or non-ferrous materials, automotive parts and all other similar non-putrescible wastes other than those included in the definition of garbage.

However, it is agreed and understood that broken glass, except as properly wrapped to prevent cutting of the refuse bags, and fallen trees and any other material or item that cannot be placed within the refuse bag and securely tied for collection thereof are not to be considered refuse, but customers of this system and the holder of the franchise may contract with each other, if they so desire, for the removal of such trees, broken glass and other under the franchise. Pay for this service will be separate and apart from the rates charged for collection of garbage and refuse to the residents.

Wooden boxes, pasteboard cartons, etc. that merchants have and collect from day to day in routine of business shall not be considered refuse.

All garbage and refuse shall be drained of liquid before being deposited for collection and garbage shall be wrapped in paper.

However, notwithstanding the above provisions contained within this section, the City reserves the right to service the City of Wauseon property at all times and unlimited pick-up within the City not more than three (3) times per calendar year. In addition, the City maintains exclusive right at any time to pick up dead limbs and trees and storm related debris.

Section 9

Nothing in these specifications shall be deemed as maintaining it mandatory for any person to use this system provided, he properly or legally disposes of his garbage and refuse by other means and as long as he abides by sanitation laws, ordinance, and statues on the subject. However, no other system of collection, person, company, or firms may charge for the collection of garbage and refuse except the holder of this franchise.

Section 10

The holder of this franchise shall not have the right of condemnation or eminent domain.

Section 11

The holder of this franchise must strictly comply with all existing ordinances, statues and codes and must follow such procedure of operation as to be sanitary so as not to be a nuisance or to discredit the City. Said holder must make all residential collections on specified days each week, unless said specified day is a holiday. In the event said specified day is a holiday, collection shall occur the following day. The holder shall select and specify days for residential collections and said specified days shall remain the same during the five (5) year period of this franchise. Said holder shall be subject to a \$100.00 per day fine for not picking up as stated herein, unless cause for said delay is given on the day pick-up is to occur to the Code Administrator and accepted by said Code Administrator as valid. Pick-up shall then occur the following day or the same procedure shall apply. The Code Administrator reserves the right to require an excuse to be submitted in writing on said pick-up day. In case said Code Administrator refuses to accept an excuse and the holder believes said excuse to be valid, said matter shall be referred as soon as possible to a previously agreed upon third party for determination. Said parties agree to be bound by the decision of said third party.

In the event the Code Administrator is unavailable, said holder shall contact the Mayor, Director of Public Service, or Law Director in that order and the same procedure shall apply.

Said \$100.00 per day fine shall be deducted by the City from the Monthly statement submitted by holder.

Section 12

The holder of this franchise shall be allowed the right to extend the collection service to residents and businesses outside of the City limits and at any rates agreed on by the operator and those customers. However, this service shall be not be allowed to interfere with the sanitary, prompt and efficient collection of garbage and refuse in the City.

Section 13

The holder of this franchise shall have the entire burden and responsibility of disposing of garbage and refuse collected and shall comply with all laws regarding the disposition of same. Said holder will obey all laws and regulations regarding disposal of same and will not make or cause a nuisance. Should any suit for damages be brought against the City for any occurrence resulting from the collection of garbage or refuse and the disposal thereof, the holder of this franchise shall defend the same, be liable for any judgment obtained and shall save the City harmless therefore.

Section 14

Sanitary laws necessary for the prompt and efficient collection of garbage and refuse, especially ordinances designating the type and kind of containers to be used for refuse and garbage disposal may be passed by the Council from time to time.

Section 15

The holder of the franchise shall do all things necessary to provide the City of Wauseon a good and efficient collection of garbage and refuse and shall operate for the common good, benefit, health, welfare and needs of its citizens. The holder shall keep and maintain sufficient equipment to satisfactorily complete the job for which this franchise calls. The holder of the franchise in the collection and removal of refuse and garbage shall use a vehicle which shall have a sanitary steel bed construction with steel covers or metal lined beds with either a sanitary steel or metal lined cover or in tightly covered metal tanks or cans, and designed to prevent the leaking of wastewater or other liquids.

Section 16

The operator under this franchise after the same is in operation shall service all citizens in the City of Wauseon, Ohio using imprinted selected system.

Section 17

The holder of this franchise shall before commencing any work in this City, post and maintain a \$10,000.00 performance bond for a period from December 1, 2022 to November 30, 2027, conditioned upon said franchise holder faithfully performing and complying with all the provisions of this franchise, holding the City harmless from liability and protecting said City and keeping same protected at all times there under. Any assignee, successor or representative of the franchise holder hereof shall execute a bond with the same effect.

Said bond shall be refunded to the franchise holder upon the termination of this franchise except said bond shall be forfeited to the City of Wauseon, Ohio for failure on the part of the franchise holder to comply with the requirements set forth in these specifications.

Section 18

The City recognizes the volatility of landfill charges and will provide rate adjustment opportunities upon request. The adjustment will be landfill cost increases only. Fixed cost increases will not be allowed. The increase shall not be more than 25% per adjustment. All requires for adjustment must be fully documented.

Section 19

Bidder shall withhold all City income taxes due or payable under the provisions of the Wauseon City Income Tax Ordinance, for wages, salaries or commissions paid to its employees.

**AFFIDAVIT OF CONTRACTOR OF SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
O.R.C. 5719.042**

STATE OF _____)

)SS:

COUNTY OF _____)

TO: CITY OF WAUSEON, FULTON COUNTY, OHIO

The undersigned, being first duly sworn, having been awarded a contract by you for _____ hereby states that we are 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 which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

By: _____

Sworn to before me and subscribed in my presence this

_____ day of _____

Notary Public

NON-COLLUSION AFFIDAVIT

STATE OF _____)

)SS:

COUNTY OF _____)

_____, being first duly sworn, disposes and says that he/she is the _____ of _____, the company making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said company has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or of that any other bidder, or to secure any advantage against the bid recipient or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder did not, directly or indirectly submit this bid, or the contents thereof or divulge information or data relative thereto to any association or to any member or agent thereof.

By: _____

Sworn to before me and subscribed in my presence this

_____ day of _____, 2022

Notary Public