

**CITY OF DELAWARE  
REQUEST FOR PROPOSALS**

**For  
MUNICIPAL RECYCLING TRANSPORTATION AND PROCESSING**

**Client**

The City of Delaware, Ohio hereby announces a Request for Proposals (“RFP”) for the Transportation and Processing of Recyclable Materials (“Services”). This RFP offers an opportunity to provide transportation and processing of approximately 1,500 tons of Recyclable Materials annually. RFP submissions are due by 3:30 p.m. local time on November 25<sup>th</sup>, 2019. Bids will be accepted for an eighteen (12) month term with two (2) one-year extensions. Upon acceptance of a response to the RFP and issuance of a Notice of Award, all Recyclable Materials collected by the City from Residential Units, Municipal Facilities and/or other locations shall thereafter be transported and delivered exclusively to the Identified Facility for Processing. Respondents for Services shall submit a price to be paid per ton for Recyclable Materials, inclusive of transportation and Processing costs. The award shall be based upon an analysis of the lowest price and best Bid for the right to receive the Recyclable Materials. No response will be considered that requires a Respondent be awarded any other service as a condition of acceptance of any response. If selected, Respondent must secure a Performance Bond, in form attached as Exhibit C, as required by the City for the Services.

**SELECTION PROCEDURE**

Proposals will be reviewed by the City of Delaware Staff who will recommend the most qualified firm to provide the required services. The City of Delaware reserves the right to reject any and all proposals or call for additional submittals.

**SELECTION TIMETABLE**

October 21, 2019	First Public Notice Advertisement for Services
October 29, 2019	Informational, Non-Mandatory Meeting for potential respondents and Recycling Transfer Building Tour
November 4, 2019	Deadline for Receipt of Written Requests for Interpretations of RFP
November 8, 2019	Deadline for Written Addendum Release, if necessary
November 25, 2019	Proposal Submission Deadline for Services at 3:30 p.m., local time.
December 1, 2019	Anticipated Announcement of Successful Proposal
Within 10 Days of	Return of Executed Agreement and Performance Bond for Notice of Award Services
December 26, 2019	Implementation Plan deadline.
January 1, 2020	Commencement of Services

The City will receive digital proposals for services until 3:30 p.m., local time on November 25, 2019. The responses are required to be emailed to [bferrigno@delawareohio.net](mailto:bferrigno@delawareohio.net) and [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net). No hard copies will be accepted. It is the responsibility of the bidder to insure that the responses have been received. No responses submitted by digital file shall exceed 8 MB in size.

All responses shall: a) be submitted on the Forms contained in the RFP; b) contain all information/documentation required by the RFP; (c) be emailed to [bferrigno@delawareohio.net](mailto:bferrigno@delawareohio.net) and [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net);; (d) include one (1) original electronic document; and (e) unless a Respondent has made alternative arrangements, include a separate Bid Bond in the amount of \$25,000 as security that if the Response is accepted, an agreement will be entered into within ten (10) days of the Notice of Award, in accordance with the terms and conditions of the Processing Agreement contained in the Response Documents.

Bids will be considered valid until 180 days after the Bid Opening Date, although not accepted or rejected. More detailed Instructions are contained in the RFP. The City reserves the right to abandon the RFP Process and to reject all responses at any time.

Copies of the RFP are posted on the City's website ([www.delawareohio.net](http://www.delawareohio.net)) or can be obtained by emailing [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net).

## **SCOPE OF SERVICES**

The City of Delaware, Ohio hereby issues this Request for Proposals ("RFP") for the purpose of obtaining proposals from Respondents for Transport and Processing of Recyclable Materials ("Services"). Capitalized terms used throughout the Request for Proposals and attached Documents are defined in Exhibit A, Defined Terms.

The City issues this Request for Proposals for the purpose of obtaining the transport and processing or resource recovery of Recyclable Materials generated within the City of Delaware.

In 1992, the City began a curbside recycling collection program that currently produces approximately 1,500 tons annually of combined fiber and mixed plastic and metal materials. The program was initiated in part, to meet State mandated refuse reduction standards requiring a 25% diversion of solid waste away from landfills within the DKMM Solid Waste District. The curbside recycling program is available to all households in the City. The materials are collected by the City and transferred to containers for transport provided by the current recycling contractor, Sims Brothers Inc., Marion, Ohio. Following additional sorting, recyclables are sold to businesses that are able to process them into usable material for manufacture of new products. Fluctuations in the market demand for recycled materials remain volatile. The recycling program is operated year-round with the use of three, split body, side-load recycling vehicles, each manned by a single operator. Recycling collection containers are provided to residents at no cost.

The City of Delaware provides several different recycling programs: Single-family households have the option of curbside recycling pick-up. Items placed at curbside are sorted into two groupings: Fiber - newsprint, phone books/magazines, paperboard/chipboard, corrugated

cardboard and all types of paper; and Non-Fiber - plastics No. 1 and No. 2, glass, aluminum, bi-metal (tin and steel), aluminum foil and aluminum pie plates.

The City's current recycling transfer building is located on the east side of the Public Works Facility at 440 E. William Street. The recently constructed Refuse building includes an 8,100 SF recycling transfer room where collected materials are dumped and then reloaded into roll-off containers or enclosed trailers. No compaction of materials is performed at the facility.

The City offers the Vendor a Contract for Municipal Recycling for the City of Delaware in accordance with the proposal specifications. The City is responsible to collect all recyclable materials on a weekly basis and transport them to the City's recycling building. Within the recycling building, the City transfers the materials from the collection vehicles to transport containers, keeping the fiber and mixed streams of materials separated. The City is responsible for notifying Vendor when transport containers are ready to be picked up and replaced. All maintenance and upkeep of the recycling vehicles and the City recycling building are the responsibility of the City.

Vendor is responsible to provide the City with adequate trailers and containers to manage the anticipated volume of recyclable materials on a weekly basis including fiber, mixed, and amber bar glass. Containers for mixed materials shall be 70 to 80 cubic yard open-top roll-offs that are positioned within the recycling building for loading. Each container shall be provided with a tarp to cover the opening when fully loaded, and sufficient straps or cords to hold the tarp in place during outside storage and transport. Fiber materials shall be loaded into two trailers (currently 53 foot semi-trailers) positioned at a loading dock at the recycling building. Vendor shall remove loaded containers and trailers from the recycling building within 24 hours of notification by the City and transport the materials to their recycling facility. Vendor shall replace container and trailers at the time of pickup. All maintenance, repairs and costs associated with the transport containers and trailers are the responsibility of the Vendor. Vendor shall issue monthly reports to the City indicating the total weights of all recyclable materials transported to the Identified Facility from the City of Delaware.

**HOWEVER: THE CITY IS WILLING TO CONSIDER ALTERNATIVE PROCESSING PROPOSALS BUT THEY MUST BE INCLUDED AS AN ALTERNATE TO THE SUBMITTED PROPOSAL.**

The above information is provided for the Respondents' convenience only.

**There will be an informational, non-mandatory meeting for potential Respondents on October 29, 2019, at the conference room of the Public Works Facility at 440 E. William Street, Delaware, Ohio at 9:00a.m., local time. A tour to the recycling facility will be available at the start of the meeting.**

Proposal submissions are **due by 3:30 p.m., local time November 25, 2019**. Upon acceptance of proposals by the City, issuance of a Notice of Award, and execution of a final Agreement, all Recyclable Materials generated in the District and transferred at the City's facility shall be transported and processed by the Vendor.

Qualified Respondents are invited to respond to the Request for Proposals if they desire to provide the Services as described herein. Respondents must possess the necessary experience, knowledge, equipment, facilities, permits, licenses, and insurance needed to provide the required Service, and be able to fulfill all of the terms and conditions contained in the attached Agreement. Respondents are required to submit proof of qualifications, references, experience and financial good standing to be considered for an award. Inexperienced or unqualified Respondents will not be considered.

Respondents must submit a complete set of Documents to the City in the manner described herein. After receiving the proposals, the City will review all proposals and recommend a Vendor for provision of the Services. The City will execute an Agreement with the Vendor that is substantially in the form of the draft agreement contained herein.

**Term.** The Processing Services Agreement will be accepted for a term of twelve (12) months, with the opportunity for two additional one-year extensions, (+1, +1) which may be exercised in the sole discretion of the City, with a commencement date for the Services Agreement of January 1, 2020. The per ton price for the Services shall remain the same throughout each one-year term, although the Respondent may submit an increase in the price for each proposed extension term. Respondents are also permitted to submit an alternative price proposal, including a revenue sharing component.

**Documents.** The RFP may be obtained as published on the City's website ([www.delawareohio.net](http://www.delawareohio.net)). The Documents are comprised of the following:

1. LEGAL NOTICE TO RESPONDENTS
2. OVERVIEW OF REQUEST FOR PROPOSALS AND INSTRUCTIONS FOR THE PROVISION OF PROCESSING SERVICES
3. REQUIRED DOCUMENTS
  - QUALIFICATIONS AND FINANCIAL CAPABILITY STATEMENT
  - W-9 FORM
  - CORPORATE AFFIDAVIT
  - NON-COLLUSION AFFIDAVIT
  - PERSONAL PROPERTY TAX AFFIDAVIT
  - RESPONSE BOND
  - NOTICE OF AWARD
4. AGREEMENT
  - EXHIBIT A, DEFINED TERMS
  - EXHIBIT B, PRICING FORMS
  - EXHIBIT C, PERFORMANCE BOND

Responses by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such proposal) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each submission by a corporation must include the Corporate Affidavit. Each corporate entity must also submit evidence of good standing in the state of incorporation and that the corporation is qualified to conduct business in the State of Ohio. Each submission by a partnership must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the response must accompany the submission. The official address of the partnership must be shown below the signature. Every response shall be signed and, if necessary, shall be accompanied by an appropriate power of attorney. Attorneys-in-fact who sign any Documents must include a valid power of attorney with the submission.

If a Respondent is not qualified to conduct business in the State of Ohio, the Respondent must represent and warrant to the City that the Respondent will take all necessary steps to qualify to conduct business in Ohio, should the Respondent be issued a Notice of Award. The failure of the Respondent to submit evidence of its qualification to conduct business within the State of Ohio within fourteen (14) days of Notice of Award shall terminate the award and surrender the Response Bond(s) or other response security to the City.

Each Respondent shall execute and submit the Non-Collusion Affidavit and the Personal Property Taxes Affidavit at the time of submitting the response. Each Respondent shall complete and attach a Qualifications and Financial Capability Statement, explaining in detail the experience of the Respondent in performing work similar to the Processing Services. The Qualifications and Financial Capability Statement shall include a list of management employees who will supervise performance of the Processing Services. The Qualifications and Financial Capability Statement shall also include appropriate business and bank credit references with contact information who can be contacted to verify the financial condition of the Respondent. The City reserves the right to request additional information with respect to the qualifications and financial condition of any and all Respondents, their subcontractors or personnel, which must be provided in writing within five (5) days of any such request.

Each response shall include a separate Bid Bond in the amount of twenty-five thousand dollars (\$25,000) in the name of the City as security that if the Response is accepted, an agreement will be entered into within sixty (60) days of the Notice of Award, in accordance with the terms and conditions of the Processing Agreement contained in the Response Documents. Bonds of all Respondents shall be returned when the City has executed the Processing Agreement with a Successful Respondent and have been furnished with the necessary Performance Bonds, or when any or all Responses have been rejected.

In addition to the required Bid Bond, within ten (10) days after receiving Notice of Award, the Successful Respondent shall furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, in the amount of twenty-five thousand dollars (\$25,000) in the name of the City. The Performance Bond shall serve as a guarantee that if an Agreement is entered into, the Processing Services will be fully performed. A Performance Bond for the Processing Agreement shall be maintained for the entire term and any optional extension of the Processing Agreement. No surety shall be released from any Performance Bond until a replacement bond is secured and executed.

**Services Provided and Compensation.** The Successful Respondent shall provide the Services in accordance with the terms and conditions included in the Processing Agreement, attached. Respondents shall submit Pricing Form for Processing of Recyclable Materials, attached as Exhibit B to the Processing Agreement.

**Consideration of Responses.** All Responses received in conformity with the Legal Notice to Respondents and the specifications herein shall be considered as soon as practicable and become a public record. An abstract of the Responses will be made available after the opening of Responses.

The Responses will be evaluated on the following:

- Qualifications
- Location
- Price
- Alternative Processing Recommendations
- City staff Responsibilities
- Financial Responsibility

The City will award the Processing Agreement to the Respondent that the City determines, in the sole discretion of the City, to have submitted the lowest price and best response for the Processing Services (“lowest and best”). The “lowest and best” response for Processing Services shall be determined by the City based upon the “lowest” per ton price offered by the Respondent to the City for the exclusive right to perform the Processing Services, as well as the “best” non-monetary terms and conditions.

The Responses will be evaluated on the following:

- Qualifications
- Location
- Price
- Alternative Processing Recommendations
- City staff Responsibilities
- Financial Responsibility

In the event that responses from more than one Respondent are of equal price for the same option, non-monetary criteria shall be considered as part of the determination of the “best” response.

Respondents may, but are not required, to submit Response prices for the optional extension terms.

Respondents must disclose any and all exceptions to the Processing Agreement and provide proposed substitute or revised language for any such exception at the time of bid to avoid a determination by the City that any such exception is a conditional response.

The City is open to the Respondents to suggest alternative processing methods.

The City may conduct any investigation deemed necessary to assist in the evaluation of any Response and to establish the responsibility, qualifications and financial ability of any Respondent,

proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist the Respondent in the delivery of the Processing Services.

When the City sends a Notice of Award to the Successful Respondent, the City will also forward the contract. Within ten (10) days thereafter, the Successful Respondent shall execute and email to the City the executed contract. If the Successful Respondent fails to execute and return the Processing Agreement within ten (10) days of receiving a Notice of Award, then the City, at their sole option, may determine that the Respondent has abandoned the contract. The City may then determine that the Response is null and void, and the Bid Bond or other acceptable Response security accompanying the Response shall be forfeited to and become the property of the City.

Notwithstanding the above, the City reserves the right to negotiate substitute or additional agreement terms, as permitted by law, with the Respondent that the City determines to have submitted the “lowest and best” Response, and the right to accept or reject any or all Responses. The City further reserves the right to abandon participation in the RFP process at any time and for any reason; reject any Response that is determined to be unresponsive; reject any Response that is determined to be conditional; or waive any and all nonconformities or irregularities contained in the Response that do not affect price. Such rights shall be at the sole discretion of the City.

**RFP Submission Process.** The City will receive responses to the RFP for the Processing Services in care of the William L. Ferrigno, P.E., Public Works Director/City Engineer. The responses are required to be emailed to [bferrigno@delawareohio.net](mailto:bferrigno@delawareohio.net) and [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net). No hard copies will be accepted. It is the responsibility of the bidder to insure that the responses have been received. No digital submissions shall exceed 8 MB. The responses will then be opened at some time there after and available to all bidders digitally. All responses shall: (a) be submitted on the Response Forms contained in the Response Documents; (b) contain all information/documentation required by the Response Documents; (c) be emailed to [bferrigno@delawareohio.net](mailto:bferrigno@delawareohio.net) and [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net) ;” (d) include one (1) original e) unless a Respondent has made alternative arrangements, include a separate Bid Bond in the amount of \$25,000 as security that if the Response is accepted, an agreement will be entered into within sixty (60) days of the Notice of Award, in accordance with the terms and conditions of the Processing Agreement contained in the Response Documents.

Responses may be modified or withdrawn by a Respondent submitting an appropriate document duly executed and delivered to the place where responses are to be submitted at any time prior to the opening of responses.

**Responses will be considered valid until 180 days after the response opening date, although not accepted or rejected.** The City may, in the City’s discretion, release any Response prior to that time and return the Bid Bond.

Copies of the RFP are posted on the City’s website ([www.delawareohio.net](http://www.delawareohio.net)) or can be obtained by emailing [bferrigno@delawareohio.net](mailto:bferrigno@delawareohio.net) and [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net)

In order to ensure that potential Respondents receive addendums, if any, please contact [bferrigno@delawareohio.net](mailto:bferrigno@delawareohio.net) and [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net). All responses will be in writing in addendum form. Verbal answers are not considered valid.

**Representations and Warranties.** By submitting a response, each Respondent represents and warrants to the Participating Communities that:

- (1) Respondent has read and understands the Response Documents;
- (2) Respondent will provide the Processing Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Processing Services; and
- (3) Respondent and Respondent's agents and subcontractors shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age or ancestry, against any person or employee of the Respondent.

**Questions.** No interpretation of the meaning of the Instructions or Response Documents will be made to any Respondent orally. A written request for an interpretation of the Response Documents may be e-mailed to both [kgepper@delawareohio.net](mailto:kgepper@delawareohio.net) and [bferrigno@delawareohio.net](mailto:bferrigno@delawareohio.net). Any such written request for interpretation must be received by October 31, 2019 to be given consideration and to ensure sufficient time for the City to issue a response. Any interpretation or supplemental instructions will be in the form of a written addendum to the Instructions to Respondents and Response Documents which, if issued, will be e-mailed to all prospective Respondents (at the respective e-mail address required to be furnished for such purposes). Failure of any Respondent to receive any such interpretation or addendum shall not relieve such Respondent from any obligation under their Response as submitted. Any addendum issued shall become part of the Response Documents and will be available for inspection in the same manner as the original Response Documents.

**Qualifications And Financial Capability Statement** The Respondent is required to state in detail the Respondent's qualifications, references (a minimum of two), and experience in supplying the Recycling Processing Services in order to enable the City to judge the responsibility, experience, skill, and financial good standing of the Respondent.

**CORPORATE AFFIDAVIT**

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_, being duly sworn, deposes and says that he/she is Secretary of the \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

\_\_\_\_\_  
Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

\_\_\_\_\_  
Name of Corporation

AFFIANT further says that:

\_\_\_\_\_  
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

\_\_\_\_\_  
Name of Agreement

for said Corporation by virtue of:

\_\_\_\_\_  
(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

\_\_\_\_\_  
Signature

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**NON-COLLUSION AFFIDAVIT**

State of Ohio

County of \_\_\_\_\_

Identification: Acceptance and Processing of Recyclable Materials

CONTRACTOR \_\_\_\_\_,  
(Name)

being first duly sworn, deposes and says that he is \_\_\_\_\_ of  
(sole owner, a partner, president, etc.)

\_\_\_\_\_  
(company name)

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 submit a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to submit a sham BID, or that any one 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 entity 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 the contents thereof, or divulged information or data relative thereto, 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: \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

Seal of Notary

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

**PERSONAL PROPERTY TAXES AFFIDAVIT**  
**(ORC 5719.042)**

STATE OF OHIO  
COUNTY OF \_\_\_\_\_ ss:

The AFFIANT, being first duly sworn, states that he/she is the

\_\_\_\_\_ Title and Name of Company

and that he/she or \_\_\_\_\_ Name of Company

was:

(1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_, Ohio, at the time of submitting the bid for the Recycling Services.

(OR)

(2) CHARGED with delinquent personal property taxes on the general tax list of personal property of \_\_\_\_\_, Ohio, at the time of submitting the bid for the Recycling Services and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT saith naught:

COMPANY

AFFIANT AND TITLE

\_\_\_\_\_

Sworn to before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**BOND FOR RECYCLING TRANSFER AND PROCESSING SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned \_\_\_\_\_, [insert name of principal] (as "Principal") and \_\_\_\_\_, [insert name of surety] (as "Surety") \_\_\_\_\_, a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of Delaware, Ohio (as "Obligee"), in the sum of twenty-**five thousand dollars (\$25,000.00)**, in lawful money of the United States, for the payment of such sum to be made, the Principal and Surety bind ourselves and each of our administrators, successors, and assigns, jointly and severally, by this Bid Bond.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, submit a Bid to the Obligee for the Acceptance and Processing of Recyclable Materials generated in and collected by the City of Delaware, Ohio.

**NOW, THEREFORE**, if the Recycling Services Bid of the Principal is accepted by the Obligee, the Principal shall within ten (10) days after the prescribed forms are presented to the Principal for signature, execute the Recycling Services Agreement with the Obligee in accordance with the Bid as accepted, and give the required Performance Bond with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Recycling Services Agreement. If the Bid of the Principal is not accepted by the Obligee, then the above obligation will be void and of no effect. If the Bid of the Principal is accepted, but the Principal fails to enter into such Recycling Services Agreement or give such Performance Bond within the time specified, then the above obligation will remain in full force and performance effect. This Bid Bond is issued by the Surety subject to the condition that in no event shall the Surety be liable for a greater amount under this Bid Bond than the difference between the amount of the Bid and the lowest amount in excess of that Bid for which the Obligee may be able to award the Recycling Services Agreement within a reasonable time. All capitalized terms used herein, not otherwise defined in the context of the use, are defined in Bid Documents.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Bid Bond under their several seals, if any, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by their respective representatives, pursuant to authority of their respective governing bodies.

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Name of Principal)\*

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

\_\_\_\_\_  
(Affix Corporate Seal)

\_\_\_\_\_  
(Name of Corporate Surety)\*

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Bid Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_.

**An INDIVIDUAL** whose signature is affixed to this Bid Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Bid Bond; that \_\_\_\_\_, who signed the Bid Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Bid Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Affix Corporate Seal)

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION: Transportation and Processing of Recyclable Materials. Unless extended, the term of the Recycling Services Agreement shall commence 12:01 a.m., the 1st day of January 2020, and expire at midnight, the 31st day of December, 2020.**

The City of Delaware, Ohio has considered the bid submitted by you for the above described project in response to the public notice and Request for Proposals. You are hereby notified that your bid to provide Acceptance and Processing of Recyclable Materials has been accepted.

You are required by the Instructions to Bidders to execute Recycling Services Agreement within ten (10) calendar days from the date of this notice to you. If you fail to execute said Recycling Services Agreement within ten (10) days from the date of this Notice of Award, the City will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the City within ten (10) calendar days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

PROCESSING AGREEMENT

Between

The City Of Delaware

And

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, in Delaware, Ohio by and between the City of Delaware, hereinafter referred to as the City and \_\_\_\_\_, hereafter referred to as the Vendor.

WITNESSETH

**WHEREAS**, pursuant to Section 715.43 and Section 3707.43 of the Ohio Revised Code, the City may establish such collection systems and Solid Waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of Solid Waste, including Recyclable Materials, generated within the City; and

**WHEREAS**, the City has determined that it is in the best interests of the City and its Residents that the City arrange for the guaranteed transfer and processing of all Recyclable Materials generated at Residential Units and Municipal Facilities located within the City from a single Vendor on an exclusive basis (“Recycling Services”); and

**WHEREAS**, the City Manager has the power to enter into a contract for the benefit of the City where funds have been appropriated in accordance with Sections 73-75 of the Delaware Charter; and

**WHEREAS**, the Vendor is experienced in the business of Municipal Recycling and Processing; and

**WHEREAS**, on October 21, 2019, the City invited qualified providers of Recycling Services to submit responses to the City’s Request for Proposals to provide Recycling Transportation and Processing Services on the terms and conditions contained herein; and

**WHEREAS**, the Vendor owns, operates or has reserved capacity available at a properly licensed and permitted material recovery facility or Legitimate Recycling Facility for the processing of Recyclable Materials, known as \_\_\_\_\_, and located at \_\_\_\_\_ (“Identified Facility”); and

**WHEREAS**, the Vendor submitted a response to become the sole provider of Recycling Services for Recyclable Materials generated at Residential Units and Municipal Facilities located within the City; and

**WHEREAS**, the City desires to accept the Vendor’s Recycling Processing Services proposal and engage the Vendor to be the sole provider of Recycling Processing Services; and

**WHEREAS**, the City and the Vendor each represents that it has the authority to execute this Agreement for the Recycling Services.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants below, the parties incorporate the foregoing recitals and agree as follows:

## CONTRACT DOCUMENTS

1. Contract Documents consist of this agreement, specifications, responses to the Request for Proposal (hereinafter “RFP”), and exhibits to the Contract. These form the Contract, are incorporated into this Agreement by reference and are fully a part of the Contract as if attached to this Agreement or repeated herein, and shall remain in effect during the life of the Contract.

The capitalized terms used herein shall be defined in Exhibit A, Defined Terms, which is attached and incorporated.

## OFFER AND ACCEPTANCE

2. The City offers the Vendor a Contract for Municipal Recycling Transportation and Processing for the City of Delaware in accordance with the RFP specifications. The City is responsible to collect all recyclable materials on a weekly basis from individual Residential Units and transport them to the city recycling building located on East Williams Street in the City of Delaware. Within the recycling building, the City will transfer the materials from the collection vehicles to transport containers, keeping the fiber and mixed streams of materials separated. The City is responsible for notifying the Vendor when transport containers are ready to be picked up and replaced. All maintenance and upkeep of the recycling vehicles and the city recycling building are the responsibility of the City.

Vendor is responsible to provide the City with adequate trailers and containers to manage the anticipated volume of recyclable materials on a weekly basis including fiber, mixed, and amber bar glass. Containers for mixed materials shall be 70 to 80 CY open-top roll-offs that are positioned within the recycling building for loading. Each container shall be provided with a tarp to cover the opening when fully loaded, and sufficient straps or cords to hold the tarp in place during outside storage and transport. Fiber materials shall be loaded into a push-out trailer positioned at a loading dock at the recycling building. Vendor shall remove loaded containers and trailers from the recycling building within 24-hours of notification by the City and transport the materials to their legitimate MRF. Vendor shall replace containers and trailers at the time of pickup. Vendors shall not store loaded or empty containers or trailers at the City facility. All maintenance, repairs and costs associated with the transport containers and trailers are the responsibility of Vendor. Vendor shall issue monthly reports to The City indicating the total weight in tons of all Recyclable Materials transported to their facility for Processing from the City of Delaware. All scales must be calibrated and verified annually with a copy to the City.

The Vendor agrees to accept any and all Recyclable Materials identified on the Pricing Form for Processing of Recyclable Materials (the “Pricing Form”), attached hereto and incorporated herein as Exhibit B, generated and collected by the City and transfer and deliver to the Vendor’s Identified Facility for processing. The Vendor shall make such Recycling Services available to the City, as described above, between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, exclusive of the following holidays: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

## FEE

3. Vendor shall provide all containers, trailers and transportation services, as described, at the per ton cost on the Pricing Form, attached as Exhibit B. Vendor shall pay the City or reduce the invoice for the value of Recyclable Materials as evidenced by the revenue sharing formula attached as Exhibit B.

#### LIMIT OF AUTHORITY

4. The Vendor shall have no authority to act as the City's agent in any way unless specifically authorized by the City through its City Manager in writing.

#### INDEPENDENT VENDOR

5. The Vendor is an independent vendor and not an employee of the City for any purpose.

#### ASSIGNMENT

6. Neither the Contract nor any rights, duties or obligations described in the Contract Documents may be assigned by the Vendor without the prior express written consent of the City.

#### INTERPRETIVE PROVISIONS

7. At all times, the Contract will inure to the benefit of and constitute a binding obligation on the City and the Vendor and respective successor and assigns. The Contract Documents constitute the entire Agreement between the City and the Vendor and supersede all prior understandings or agreements, written or oral.

All terms of the Contract are severable, and in the event any of them shall be held invalid by any court of competent jurisdiction, such invalidity shall not affect the remainder of the Contract and the Contract shall be construed as if such invalid terms were not contained herein. The laws of the state of Ohio and the City of Delaware shall govern the interpretation and enforcement of this Agreement.

#### INSURANCE COVERAGE; ENVIRONMENTAL INDEMNITY; AND NOTICE

8. The Vendor is responsible for maintaining the level and type of insurance coverage in all locations when working under the direction of this contract. **The Vendor shall obtain and maintain during the life of the contract such full insurance coverage wherein the City of Delaware is named as an additional insured**, and shall protect itself, the City of Delaware and any SubVendor performing work covered by the contract from claims from property damage, product liability and personal injury, including accidental death which may arise from operations being performed by the Vendor or by any Sub-Vendor or by anyone directly employed by either of those parties. These policies shall contain the following special provisions:

The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notification shall be mailed to the City of Delaware, Municipal Building, 1 South Sandusky Street, Delaware, Ohio 43015. Certificates of Insurance indicating the availability of the described coverage will be filed with the City of Delaware within five (5) business days from the award of the contract. The amounts of the insurance shall be as follows:

- a. Public Liability Insurance for bodily injuries, including accidental death, in the amount of not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate, and

- b. Property Damage Insurance in the amount not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate.

The Vendor must submit their insurance certificate naming the City of Delaware as an additional insured on ISO Form CG 2010 (11/85 edition). All other forms will be rejected.

Within ten (10) days after receiving the Notice of Award, the Vendor shall furnish and maintain for the term and any renewal term of this Agreement, a Performance Bond, substantially in the form attached hereto as Exhibit B, executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City, in the amount of twenty-five thousand dollars (\$25,000.00).

The Vendor shall immediately report to the City of any notice or order from any governmental agency or court or any event, circumstance or condition which may adversely affect the ability of the Vendor to fulfill its obligations. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Vendor to fulfill its obligations, the City shall have the right to demand adequate assurances from the Vendor that the Vendor is able to continue to perform. Within fourteen (14) days of reading such demand, the Vendor shall submit to the City its written response. In the event that the City, in good faith, does not agree that the Vendor's response provides adequate assurance of future performance to the City and its Residents, the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Recycling Services, declare the Vendor is in default of its obligations under this Agreement, or take such other action the City deems necessary to assure that the Recycling Services will be provided to the City and its Residents.

The Vendor shall immediately notify the City of any problem or dispute, including payment, which the Vendor has with the Collection Vendor. The Vendor shall not refuse to accept any Recyclable Materials collected by the City for processing unless and until the City has been notified and has had a reasonable opportunity to investigate and correct any violation and resolve the dispute.

The Vendor shall save, indemnify and hold the City, its members of council, employees, agents, officers and consultants (each a "City Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnitee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Vendor's negligence or willful misconduct relating to the operation of the Identified Facility, including the processing of Recyclable Materials within said Identified Facility. Any City Indemnitee shall promptly notify Vendor of any assertion of any claim against it for which it is entitled to be indemnified, shall give the Vendor the opportunity to defend such claim and shall not settle such claim without the approval of the Vendor. This Section shall survive expiration or earlier termination of this Agreement.

The Vendor agrees that the Vendor and its agents shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any person with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment in the performance of the Recycling Services.

The Vendor agrees that it will provide the Recycling Services and operate and maintain its Identified Facility in strict compliance with all applicable federal, state, and local laws, ordinances, rules and regulations, which may apply to the performance of the Recycling Services.

PUBLIC RECORDS

- 9. Vendor will comply with the public records laws of the State of Ohio and will inform the City of any public records requests that he/she/it receives. Vendor hereby certifies that all applicable parties listed in Division (I) or (J) of R.C. 3517.13 are in full compliance with O.R.C. 3517.13

TERM AND RENEWAL

- 10. The term of this Contract shall be January 1, 2020 through December 31, 2020. This Contract may be renewed for two (2) additional one (1) year terms, at the sole discretion of the City.

THE CITY OF DELAWARE

VENDOR

\_\_\_\_\_  
R. Thomas Homan  
City Manager

\_\_\_\_\_  
\_\_\_\_\_

Attest:  
  
\_\_\_\_\_

Attest:  
  
\_\_\_\_\_

Approved as to Form:  
  
\_\_\_\_\_  
Darren M. Shulman  
City Attorney

## **EXHIBIT A**

### **DEFINED TERMS**

**Bid Bond:** a bond insuring the City that the Vendor will execute the agreements for the Recycling Processing Services substantially in the form provided in the response to the Request for Proposals.

**Documents:** the documents prepared and furnished by the Participating Communities inviting bids to obtain the Recycling Services; including the Legal Notice to Bidders, Instructions to Bidders, Bid Forms, forms of agreement and any and all attachments and exhibits.

**Effective Date:** the date of last execution of the Recycling Services Agreement.

**Identified Facility:** the facility or location where all Recyclable Materials collected by the City must be delivered upon commencement of Recyclable Services Agreement.

**Legitimate Recycling Facility:** a MRF (Material Recovery Facility) or site where Recycling of material other than scrap tires is the primary objective of the facility, including: (a) Facilities that accept only Source-Separated Recyclable Materials, except scrap tires, and/or commingled Recyclables which are currently recoverable utilizing existing technology; and (b) Facilities that: (i) accept mixed or Source-Separated Solid Waste; (ii) recover for beneficial use not less than sixty per cent (60%) of the weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year, and (iii) dispose of not more than forty per cent (40%) of the total weight of Solid Waste brought to the facility each month (as averaged monthly) for not less than eight (8) months in each calendar year.

**Municipal Facilities:** City owned buildings, parks, and/or other locations which may be a source of City generated Recyclable Materials.

**Notice of Award:** written notification that a Bid has been accepted for the Recycling Services.

**Performance Bond:** the bond insuring performance of the Recycling Services, to be submitted in substantially the same form as that included in the Documents.

**Pricing Form:** the exhibit to the Recycling Services Agreement included in the RFP upon which a Respondent shall submit its bid price for the acceptance, transfer and processing of Recyclable Materials.

**Recyclable Material:** means Solid Waste that is, or may be, collected, sorted, cleansed, treated, or reconstituted for return to commerce. Recyclable Materials include, but are not limited to: corrugated cardboard, office paper, newspaper, fiber materials, glass containers, steel containers, aluminum containers, plastic bottles and jugs.

**Recycling Processing Services Agreement, Recycling Agreement, or Agreement:** agreement establishing where all Source-Separated Recyclable Materials, except for Food Waste, shall be accepted for Recycling Services by and between the Vendor and the City.

**Recycling Services or Recycling Processing Services:** the acceptance and transfer of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be transferred and transported, and the processing of Source-Separated Recyclable Materials at the location where Source-Separated Recyclable Materials are to be processed, pursuant to the Recycling Services Agreement.

**Residential Unit or Units:** all residential dwellings within the corporate limits of the City occupied by a family unit, and considered by the City to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

**Respondent:** a person, partnership, joint venture, corporation or limited liability company submitting a response in to the Requests for Proposals.

**Solid Waste:** unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, nontoxic fly ash, spent nontoxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or a hazardous waste.

**Source-Separated Recyclable Materials:** Solid Waste Recyclable Materials that are separated from other Solid Waste at the location where such materials are generated for the purpose of recycling.

**EXHIBIT B**

**PRICING FORM FOR PROCESSING OF RECYCLABLE MATERIALS**

Per ton bid price for transportation and processing of Recyclable Materials

January 1, 2020 through December 31, 2020	\$ _____ per/ton
First one-year extension	\$ _____ per/ton
Second one-year extension	\$ _____ per/ton

Please check the materials that Bidder intends to process, and add additional materials as appropriate.

- Plastic bottles and jugs
- Corrugated cardboard
- Office paper
- Newspaper
- Glass containers
- Steel containers
- Aluminum containers
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

If an alternative revenue-sharing proposal is offered, for example, such as compensation to the City if sales of Recyclable Materials reach a certain price point on the open market, please check this box and include complete details of any such proposal on a separate page.

If an alternative collection, transportation and processing operation is being proposed from the process outlined in the scope of services, please check this box and submit additional pages with detailed description and associated costs identified.

**Bids for Processing of Recyclable Materials are due on November 25, 2019 at 3:30 p.m., local time.**

**EXHIBIT C**

**PERFORMANCE BOND FOR THE PROVISION OF RECYCLING SERVICES**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned Recycling Services Provider (“Principal”) and \_\_\_\_\_ [insert name of surety] (“Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of Delaware (“Beneficiary”) Beneficiary in the sum of **twenty-five thousand dollars (\$25,000.00)**, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain Recycling Services Agreement by and between Principal and Beneficiary, dated the \_\_\_ day of \_\_\_\_\_, 2019, a copy of which is hereto attached and made a part hereof, for the acceptance and processing of Source-Separated Recyclable Materials.

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Recycling Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Recycling Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

**PROVIDED FURTHER**, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Recycling Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety’s obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Recycling Services Agreement.

**IN WITNESS WHEREOF**, the Principal and Surety have executed this Performance Bond under their several seals, if any, this \_\_\_\_ day of \_\_\_\_\_, 2019, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Principal Secretary) By: \_\_\_\_\_

\_\_\_\_\_  
(Surety Secretary) By: \_\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Attorney-In-Fact)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**Legal Status of the Principal**

**A CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

**A PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_

**An INDIVIDUAL** whose signature is affixed to this Performance Bond, doing business under the firm name and style of \_\_\_\_\_

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Performance Bond; that \_\_\_\_\_, who signed the Performance Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)