

# CITY OF BLUFFTON

OFFICE OF THE CLERK TREASURER  
128 EAST MARKET STREET  
BLUFFTON IN 46714

Phone: 260-824-0612  
Fax: 260-824-6041

E-Mail: [bri@blufftonindiana.gov](mailto:bri@blufftonindiana.gov)

## Bid Packet Check List

Non-collusion Affidavit                      Date Received/Included \_\_\_\_\_

Employment Declaration/Iran Cert        Date Received/Included \_\_\_\_\_

Hold Harmless Agreement                  Date Received/Included \_\_\_\_\_

Suspension and Debarment Dec            Date Received/Included \_\_\_\_\_

Certificate of Liability Insurance         Date Received/Included \_\_\_\_\_

W-9 IRS Form                                  Date Received/Included \_\_\_\_\_

Bid Bond\*                                      Date Received/Included \_\_\_\_\_

\*(See notice for Bid Bond details if required)

## After Bid has been awarded

Performance Bond/Letter of Credit\*      Date Received/Included \_\_\_\_\_

\*An irrevocable letter of credit for an equivalent amount must be from an Indiana Financial Institution that is recognized by the State of Indiana. A list can be found here: <http://www.in.gov/tos/deposit/2377.htm>

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## NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

## OATH AND AFFIRMATION

I affirm under penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Organization

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he is

\_\_\_\_\_ of the above

\_\_\_\_\_  
Name of Organization

and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

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## INDIANA LEGAL EMPLOYMENT DECLARATION

The State of Indiana has enacted a law (I.C. 22-5-1.7) requiring all state agencies and political subdivisions request verification from their contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Bluffton must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); or
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_ (name of Company), declare under penalties of perjury that \_\_\_\_\_ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

### FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY, PLEASE SEE:

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

## INDIANA IRAN INVESTMENT CERTIFICATION

The State of Indiana has enacted a law (I.C. 22-5-16.5) which requires all state agencies and political subdivisions request certification from its contractors that the contractor is not engaged in investment activities in Iran as those terms are defined by that Chapter 16.5. This certification serves as notice that all contractors doing business with the City of Bluffton must, as a term of its contract, certify that he/she/it does not engage in investment activities in Iran.

I, \_\_\_\_\_, the duly authorized representative of \_\_\_\_\_ (name of Company), certify under penalty of perjury that \_\_\_\_\_ (name of Company) does not engage in investment activities in Iran as those terms are defined by I.C. 5-22-16.5.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Authorized Representative of Company)

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

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## CITY OF BLUFFTON GENERAL CONTRACTOR OR SUBCONTRACTOR "HOLD HARMLESS" AGREEMENT

"The contractor shall indemnify and hold harmless, the City of Bluffton and its employees from and against all claims for personal injury or property damage, including claims out of the Indiana Workers Compensation Act, and all losses and expenses including attorneys fees that may be incurred by the public entity defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the negligence of a party indemnified hereunder. In any and all claims against the City of Bluffton or any of its agents or servants by an employee of a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or subcontractor under Workers Compensation Acts, Disability Acts or their Employee Benefit Acts.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Official Firm name)

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

\_\_\_\_\_  
(Telephone number)

# CITY OF BLUFFTON

§\*

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

Before signing this Certification, read the attached Appendix A.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Prospective Primary Participant:

\_\_\_\_\_  
Name of Organization

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

## Appendix A to Part 513—Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or Board's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or Board determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or Board may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or Board to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or Board to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or Board entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or Board entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or Board may terminate this transaction for cause or default.

CITY OF BLUFFTON  
SPECIFICATIONS AND NOTICE TO BIDDERS

**Sealed bids for Trash and Recycling for year 2025-2028 will be received by the City of Bluffton, Indiana at the Office of the Clerk-Treasurer, 128 East Market Street, Bluffton, Indiana, until 4:30 p.m., on the 29th day of October 2024. The bids will be publicly opened and read aloud at a regular meeting of the Board of Public Works & Safety on October 29, 2024 at 4:30 p.m. local time.**

All bidding instructions must be followed and all required documents submitted or the bid will not be considered.

All sealed bid packets shall be endorsed with the title "**Trash and Recycling**". All sealed bid packets shall be filed in the office of the Clerk Treasurer on or before the date and time stated in this notice, and no bid received after that time will be accepted. The Clerk will not accept any late filing regardless of reason, including delays in the mail or delivery.

No bid shall be withdrawn after the bid opening date without the consent of the City for a period of thirty days.

Each Bid shall be accompanied by a certified check or acceptable bidder's bond made payable to the city, in a sum of not less than ten percent (10%) of the total amount of the proposal, which check or bond will be held by the city as evidence that the bidder will, if awarded a contract or contracts, enter into the same with the city notification to him to do so within ten (10) days of said notification.

**COPIES OF CHECKS, BONDS OR ANY DOCUMENTS REQUIRED WILL NOT BE ACCEPTED.**

The failure of any successful bidder to enter into said contract, and to provide any documents requested after acceptance of the bid in the Notice to Bidders where applicable, within ten (10) days from the acceptance of said bid shall cause forfeiture of said bid bond to the city as liquidated damages. No bidder may withdraw his proposal within a period of thirty days (30) following the date set for receiving proposals.

The check or bidders bond will be returned to all bidders except the successful bidder within thirty (30) days of awarding the contract.

The successful bidder shall provide an acceptable performance bond or certified check in an amount not less than one hundred percent (100%) of the total accepted sidewalk agreement bid price before the time of the contract signing.

After a contract is signed and the City receives the Performance Bond and a Certificate of Liability Insurance in the amount of one million dollars (\$1,000,000.00) indemnifying the City against all suits and actions that may be relative to the contracted work. Proof of a Worker's Compensation policy, as required by state law. All work must be guaranteed for 1 year.

No verbal agreement, understanding or conversation with any agent or employee of the City, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of the contract as set out in the contract document.

The City reserves the right to reject any and all proposals or to accept any and all proposals, and to waive any informality in the bidding.

Bids not accompanied by certified check or bidder's bond, signed Non-Collusion Affidavit, Hold Harmless Agreement, W9 and any other documents requested to be included in the Notice to Bidders will not be considered. The successful bidder must comply with I.C. 22-5-16.5 certifying that they do not engage in investment activities in Iran.

Bids shall be written out in both words and figures. In the event of a discrepancy between the two, the price written in words shall govern.

**SPECIFICATIONS**

**FOR**

**TRASH and RECYCLABLE  
COLLECTION SERVICE**

**January 1, 2025—December 31, 2028**

*THE CITY OF BLUFFTON, INDIANA*

CITY OF BLUFFTON, INDIANA  
TRASH AND RECYCLABLE COLLECTION  
2025 - 2028

*C - Container Location:* Collection from trash and recycling containers shall be made at convenient curb locations. The Contractor's employees shall replace the containers off the traveled way after emptying them. For the purpose of this specification, "off the traveled way" shall mean: upon or behind the curb of a paved street. On unpaved streets, the term shall mean a location which is not in the path of vehicles or pedestrians. Collection will only be made from alleys when no convenient curbside location is accessible by either the resident or the Contractor.

*D - Hours of Collection:* The collection service shall be conducted between the hours of 6:00 a.m. and 6:00 p.m. No regular collections shall be made on Saturday or Sunday.

*E - Routes and Days of Collection:* The City shall furnish the Contractor with a schedule and a map showing all routes to be covered by the contractor and the days for collection for each route. (Exhibit B) The route map can also be found on the City's website. [www.blufftonindiana.gov](http://www.blufftonindiana.gov)

1. Monday - through All homes north of the Wabash River.
2. Tuesday - through All homes south of the Wabash River, west of the center line of Wayne Street, and north of the center line of Wiley Avenue.
3. Wednesday - through All homes south of the center line of Wiley Avenue and west of the center line of Wayne Street. Also, all homes are east of the center line of Wayne Street.

The routes and any subsequent changes shall be approved by the city prior to implementation.

*F - Holiday Collection Schedule:* In the event that the day of any collection falls on a holiday during which the employees of the Contractor do not work, collections for the holiday and the following days of the week shall be delayed one (1) day.

*G - Special Collection Weeks:* Three weeks during each year (i.e., the weeks immediately preceding "City-Wide Clean Up" days each year (designated weeks in May and October, and the week following Christmas Day), the contractor shall collect additional trash from each dwelling unit in 30-gallon bags without regard to the usual limit.

*H - Special Drop-off Collection Days:* Collection of trash in three 40-yard roll-off boxes on each of two "City-wide Clean-Up" days each year (i.e., designated Saturdays in May and October). Containers shall be placed by the contractor on Friday immediately preceding the "Clean-Up Day," and removed at noon on each "Clean-Up Day."

*I - Downtown Sidewalk Receptacles:* The Contractor shall collect trash weekly from approximately sixteen (16) sidewalk receptacles in the Central City.

*J - City/Central City Collection sites:* Locations, container capacities and frequency of collection are detailed in "Exhibit A." Collection of trash shall be in containers furnished by the contractor. Locks may be necessary on some of the receptacles.

*K - Additional Collection:* Stickers are sold by the city clerk- treasurer on behalf of the contractor for additional bagged trash pickup. The contractor will pick up 30-gallon trash bags (with sticker attached) in addition to trash placed in trash carts for normal residential collection.

CITY OF BLUFFTON, INDIANA  
TRASH AND RECYCLABLE COLLECTION  
2025 - 2028

**INSURANCE**

*Worker's Compensation* - The Contractor shall maintain a policy of Worker's Compensation Insurance to guard itself against liability under the Worker's Compensation and Occupational Disease Laws of the State of Indiana.

*Automobile Liability Insurance* - The Contractor shall carry a policy of comprehensive form naming the City of Bluffton as an additional named insured. Liability coverage limits shall be not less than a combined limit of five million dollars (\$5,000,000).

*General Liability Insurance* - The Contractor shall carry a comprehensive liability policy naming the City of Bluffton an additional named insured. Liability coverage limits shall be not less than a combined limit of five million dollars (\$5,000,000).

Before beginning collection operations, the Contractor shall furnish the City with certificates of Insurance showing that the required policies have been obtained and that the City is a named insured. The policies required may not be canceled unless the City is given thirty (30) days' notice of cancellation.

**GRATUITIES**

Neither the Contractor nor its employees shall request or accept any gratuities from any person, firm or corporation for services required to be performed under this contract.

**COMPLAINTS AND DISPUTES**

All complaints regarding the service made by residents either to the Contractor or the City shall be in writing, which shall set forth the name and address of the party complaining, the date of the complaint, and a brief description as to the nature of the complaint. Complaint shall be delivered to the City or Contractor within 48 hours.

Where any dispute arises between a resident and the Contractor, the Contractor agrees that it will immediately report the same to the City so that the two may adjust the same, if possible.

**BONDS AND BIDS**

*Performance Bond:* The successful bidder for the collection service contract shall furnish to the City a performance bond guaranteeing the performance of all obligations contemplated under these specifications, which bond shall be an amount equal to the Contractor's bid on an annual basis.

*Bid Bond:* A certified check, cashier's check, or bond shall be submitted with each bid for a collection service contract as a guarantee that if the bid is accepted by the City, a contract will be entered into. The amount of the bid bond shall be ten percent (10 %) of the first year base bid.

No bid shall be withdrawn for ninety (90) days after the bid opening date.

If a bid is rejected the certified check, cashier's check or bond will be returned to the bidder not more than ninety (90) days after the scheduled date for the opening of the bids.

In the event a bid is accepted, and the successful bidder enters into a contract with the City for the work bid, and provides the City with a performance bond, then the obligation of the bid bond shall be terminated and the instrument returned to the bidder.

CITY OF BLUFFTON, INDIANA  
TRASH AND RECYCLABLE COLLECTION  
2025 - 2028

which shall be construed in accordance with the laws of the State of Indiana. The City of Bluffton shall award a contract under only these specifications, which specifications are incorporated by reference.

**CONTRACT EXTENSIONS:**

The Bidder may include provisions detailing pricing for extension of the contract beyond December 31, 2028.

**SEVERABILITY**

If any provision of the contract entered into by the successful bidder and the City is held invalid, the invalidity shall not affect other provisions or applications of the contract which can be given effect without the invalid provisions or applications, and to this end the provisions of the contract are severable. The City of Bluffton reserves the right to accept or reject any and all bids.

CITY OF BLUFFTON, INDIANA  
TRASH AND RECYCLABLE COLLECTION  
2025 - 2028

**BID PRICING**

**(A completed copy of this form is to be submitted with the bid)**

**Base Bid** –The basic bid sum will be all inclusive for services described in Section 2.

*Base Bid per household/per month: \$\_\_\_\_\_.*

Department	Address	Size	Quantity	Pick Up
Wastewater	702 North Main Street	6 Yard	1	Mon.
	702 North Main Street	20 yard	1	As needed
City Hall	128 East Market Street	95/96 Gal. Bin - Trash	1	Tuesday
	128 East Market Street	95/6 Gal. Bin - Recycling	1	Every other Tuesday
Police/Fire Dept.	200 East Market Street - Trash	4 Yard	1	Twice a week
	200 East Market Street - Recycling	96 Gal. Bin	1	Every other Tuesday
Water Filtration	500 East State Street	2 Yard	1	Weekly
Street Dept.	1205 Wayne Street	2 Yard	1	Weekly
Electric Warehouse	514 East Washington	8 Yard	1	Weekly
Water Distribution	612 East Spring Street	8 Yard	1	Weekly
Animal Shelter	1613 West Cherry Street	6 Yard	1	Weekly
Wells Community Pool	310 West Spring Street	6 Yard	1	Weekly
Roush Park	Corner of Silver and Indiana Streets	2 Yard	1	Weekly
	Corner of Silver and Indiana Streets	6 Yard	1	Weekly
Washington Park	300 East Ohio Street	4 Yard	1	Weekly
Wilson Field	Cherry and Midway Streets	4 Yard	1	Weekly
Lancaster Park	200 East Jackson Street	4 Yard	1	Weekly
Maintenance Garage	213 North Scott Street	6 Yard	1	Weekly
Central City Recycling	Location "1" Flagstar Bank south of City Hall	4 Yard	1	Weekly
	Location "4" Pak A Sak	8 Yard	1	Weekly
	Location "5" News-Banner	8 yard	2	Weekly
	Location "6" Mt. Fuji	8 Yard	1	Weekly
Central City Trash	Location "1" Flagstar Bank south of City Hall	6 Yard	1	Mon., Wed. & Fri.
	Location "2" Courthouse	8 Yard	1	Mon., Wed. & Fri.
	Location "3" Courthouse Annex	8 Yard	1	Mon., Wed. & Fri.
	Location "4" Pak A Sak	8 Yard	1	Mon., Wed. & Fri.
	Location "5" News-Banner	8 Yard	1	Mon., Wed. & Fri.
	Location "6" Mt. Fuji	6 Yard	1	Mon., Wed. & Fri.

# City Trash Days and Recycling Weeks

## LEGEND

City Limits

Streets

Wabash River

Pickup Day, Recycle Week

Central City

Monday - A week

Monday - B week

Tuesday - A week

Tuesday - B week

Wednesday - A week

Wednesday - B week



Central City Dumpster Locations

