

ORDINANCE NO. 24-17

By: Mary Gottesman

An Ordinance authorizing the Mayor or his designated appointee to enter into a one-year contract extension with Rumpke of Ohio, Inc. to be the sole provider of solid waste, recyclable materials and yard waste collection services for waste generated by residential units, municipal facilities and during special events in the City of Bexley, Ohio.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

WHEREAS, pursuant to Section 715.43 of the Ohio Revised Code, the City may establish such collection systems and designate solid waste facilities as may be necessary or appropriate to provide for the safe and sanitary management of solid waste, including recyclable materials and yard waste, 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 collection, transportation and delivery for disposal or processing of all solid waste, recyclable materials and yard waste generated within the City; and

WHEREAS, on April 16, 2014, the City, as part of a joint bid process with several communities (2014 Consortium) located within the jurisdiction of the Solid Waste Authority of Central Ohio (SWACO), invited through advertisement in the Daily Reporter qualified providers of the collection services to submit bids to provide such collection services on the terms and conditions contained in the bid tab attached hereto as Exhibit A; and

WHEREAS, prior to the official opening of the bids by the 2014 Consortium and consideration of all bids for collection services, the City determined that the contractor is qualified to provide the collection services to the City; and

WHEREAS, on May 20, 2014, the contractor submitted a bid to become the sole provider of collection services for the benefit of the City and its residents that is intended to encourage increased recycling in the City; and

WHEREAS, the City and the contractor negotiated and agreed upon terms and conditions for performance of the collection services in conformance with Exhibit A.

BE IT RESOLVED, that the City Council of Bexley, Ohio does hereby authorized the Service Director to enter into an agreement with Rumpke of Ohio, Inc. that is substantially in accordance with Exhibit A. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Passed:   OCT 17  , 2017

  
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Tim Madison, President of Council

Attest:   
\_\_\_\_\_  
Clerk of Council

Approved:   October 17  , 2017

  
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Benjamin J. Kessler, Mayor

First Reading 9-12-17

Second Reading: 9-26-17

Third Reading: 10-17-17

**EXHIBIT A – BID FORMS – PART I**

<p align="center"><b>STATUS QUO BID*</b></p>	<p align="center">Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials** – three year term with two option years (1/1/15 – 12/31/17; 2018, 2019 at sole option of each Participating Community)</p>	<p align="center">Per Residential Unit per month bid price for collection, transportation and delivery of Solid Waste, Yard Waste, and Recyclable Materials** – five year term (1/1/15 – 12/31/19)</p>
	<p align="center">\$ <u>15.53</u> (2015-2017)</p> <p align="center">\$ <u>16.47</u> (2018)</p> <p align="center">\$ <u>16.96</u> (2019)</p>	<p align="center">\$ <u>16.00</u> (2015 – 2019)</p>

\* The "STATUS QUO BID" is described as follows: the Collection Contractor must provide each Residential Unit in New Albany and Plain Township with a 96 gallon wheeled Recyclable Materials collection container. The Cities of Dublin and Reynoldsburg supply City-owned Recyclable Materials collection containers to Residential Units, which the Collection Contractor must collect. Each Residential Unit in every other Participating Community must be supplied with one (or two at the option of an individual Resident) 18 gallon lidded Recyclable Materials collection container. All Residents must supply their own Solid Waste and Yard Waste collection containers. The volume of Solid Waste placed curbside for collection by each Residential Unit shall be unlimited, and shall include collection of Bulk Items on each regularly scheduled collection day from the usual point of pickup, without the Resident having to call ahead.

\*\* All prices shall be inclusive of the Solid Waste disposal fee upon delivery to the Franklin County Sanitary Landfill or in-district Transfer Station operated by SWACO, the Participating Communities' Designated Facility for Solid Waste. Yard Waste may be delivered to any in-district Yard Waste composting facility under contract with SWACO for the acceptance of residential Yard Waste for composting at no cost. Finally, the Participating Communities have secured a bid price of \$0.00 per ton tipping fee for Recyclable Materials delivered to Rumpke Waste Removal and Recycling, 1191 Fields Ave, Columbus, OH 43201, which shall be the Participating Communities' Designated Facility for Recyclable Materials processing unless the Successful Bidder makes other Recyclable Materials processing arrangements, subject to the approval of each Participating Community. All prices shall also be inclusive of services provided to Municipal Facilities at no extra charge, detailed on each Participating Community's Exhibit E to the Collection Agreement.

**BID FORM FOR ADDITIONAL COLLECTION SERVICES – PART IV**

**MANDATORY SERVICES**

(Contractors are advised that they shall provide a bid price for the below additional services)

Per Residential Unit <b>quarterly</b> surcharge to provide <b>quarterly</b> billing services	\$ <u>2.40</u>
Per Residential Unit <b>monthly</b> surcharge to provide <b>monthly</b> billing services	\$ <u>.80</u>
* Per Residential Unit per month surcharge for performing <b>Carry-Out Collection Services</b> <sup>1</sup> Per Unit—City of Bexley Only	\$ <u>20.00</u> \$ <u>8.00</u>
Per appliance surcharge for <b>Chlorofluorocarbon (CFC) removal</b>	\$ <u>65.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to four (4) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>32.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to six (6) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>36.00</u>
Provision of and each per pull charge for an <b>additional</b> container of up to eight (8) cubic yards capacity (over and above the specified number provided per the agreement)	\$ <u>40.00</u>

<sup>1</sup> The Contractor is required to provide an optional add-on price to provide Carry-out Collection Service to any Residential Unit that individually requests such service. However, the Contractor shall provide Carry-out Collection Service at the same rate as Curbside Collection Service to any Resident with a physical disability which limits or impairs the ability to walk, as set forth in Ohio Revised Code §4503.44(A)(1).