



CITY OF PATASKALA
OFFICE OF THE CITY ADMINISTRATOR
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ADDENDUM 1 (5/12/25)

CITY OF PATASKALA

STATE OF OHIO

BID SPECIFICATIONS

FOR:

**A FRANCHISE IN THE COLLECTION, TRANSPORTATION, AND
DISPOSAL OF SOLID WASTE, RECYCLABLES, AND YARD WASTE FOR
RESIDENTIAL HOUSEHOLDERS**

NOTICE TO BIDDERS

The City of Pataskala, Ohio, is seeking sealed proposals for a franchise in the collection, transportation, and disposal of solid waste, recycling, and yard waste of residential householders of the City. Proposals will be received by the City at its administrative offices located at 621 W. Broad Street, Pataskala, Ohio until 10:00 A.M. on:

Friday, May 23, 2025

And at this time and place will be publicly opened and read aloud. All bids will be considered valid until 90 days after the opening date, although not accepted or rejected. Envelopes should be plainly marked "RESIDENTIAL SOLID WASTE BID". The term of the franchise shall be a period of three (3) years. Bid specifications and the bidding forms are available by emailing mweber@structurepoint.com with the request including company name, address, contact person, and phone number in the body of the email.

Each bid shall contain the full name and address of each person, company, firm, or corporation interested, and shall be accompanied by a bid bond in an amount of \$10,000.00 or certified check in that amount on a solvent bank within Licking County, Ohio made payable to the City of Pataskala, Ohio conditioned that if the bid is accepted, a Contract will be entered into within thirty (30) days after notice of acceptance.

The City reserves the right to reject any and all bids, and also to waive technical defects as the interest of the City may require.

A Pre-Bid Opening conference to answer questions regarding the "Collection, Transportation, and Disposal of Solid Waste, Recyclables and Yard Waste for Residential Household" bid specifications will be held on Friday, May 9, 2025, at 10:00 A.M. in the City of Pataskala Administrative Offices located at 621 W. Broad Street, Suite 2-B, Pataskala, Ohio 43062.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF PATASKALA, OHIO

CITY ADMINISTRATOR
CITY OF PATASKALA, OHIO

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TABLE OF CONTENTS

INTRODUCTION	1
1.0 INFORMATION TO BIDDERS	2
1.1 BID NOTICE	2
1.2 FORM PROPOSAL	2
1.3 PREPARATION OF PROPOSAL	2
1.4 PRE-BID MEETING	3
1.5 INTERPRETATIONS AND ADDENDA	3
1.6 BIDDER'S OBSERVATIONS	3
1.7 CONTRACT	3
1.8 PERIOD OF CONTRACT	3
1.9 BOND	4
1.10 AWARD OF CONTRACT	4
1.11 DEFINITIONS	4
2.0 SPECIFICATIONS	5
2.1 OUTLINE OF WORK	5
2.2 ABILITY TO BID	5
2.3 ASSIGNMENTS	6
2.4 SERVICE OF NOTICE	6
2.5 WORKER'S COMPENSATION INSURANCE	6
2.6 AFFIDAVIT	6
2.7 INSURANCE	6
2.8 PERFORMANCE BOND	7
2.9 BID PRICE	7
2.10 BILLING	8
2.11 CHARGES	8
2.12 STRIKE OR FAILURE TO PERFORM	8
2.13 LOCATION OF CONTAINERS	8
2.14 SPECIAL PROVISIONS FOR THE HANDICAPPED	8
2.15 COMPLAINTS	8
2.16 ACCOUNTS LISTING	9
2.17 NOTICE OF UNCOLLECTABLES AND VIOLATIONS	9
2.18 TYPE OF COLLECTION	9

2.19	RECYCLABLE MATERIALS.....	9
2.20	CITY REFUSE/RECYCLABLES	9
2.21	CONTAINERS	10
2.22	DISPOSAL / LANDFILL FACILITIES / SALE OF MATERIALS.....	11
2.23	EQUIPMENT USED	11
2.24	ROUTING AND SCHEDULING.....	11
2.25	FUEL PRICE ADJUSTMENT	11
2.26	PERMISSIBLE PASS-THROUGH CHARGES	13
2.27	PUBLIC RELATIONS AND EDUCATION	13
2.28	NON-DISCRIMINATION	14
2.29	PARTICIPATION	14
	AFFIDAVIT	15
	HOLD HARMLESS AGREEMENT.....	16
	STATEMENT OF QUALIFICATIONS	17
	PROPOSAL	20

INTRODUCTION

Pataskala is a city in southwestern Licking County, Ohio, approximately 19 miles (31 km) east of downtown Columbus. It was founded in 1996, when what was the village of Pataskala merged with Lima Township, vastly increasing its population and geographic area. This merger created a unique combination of suburbia and country living amongst the Pataskala residents.

The City has a population of approximately 19,000 residents based on current estimates and the 2020 US Census. This makes Pataskala the second-largest City in Licking County. City residents have easy access to downtown Columbus and the entire central Ohio area via Interstate 270 and Interstate 70, US Route 40, and State Routes 16 and 310. Development continues to affect Pataskala with roughly 400 homes already approved for construction through 2028.

While Pataskala has 19,000 residents, it is quite large at a total area of 28.72 square miles, making it the 12th largest city in Ohio by area. This geographic size is also represented by its number of roads, with just under 300 lane miles in total, something that is rare for a city of 19,000.

Pataskala negotiates for residential solid waste contracts only. Commercial accounts are the responsibility of the individual corporations. At last count, there were approximately 5400 solid waste accounts for the City of Pataskala.

1.0 INFORMATION TO BIDDERS

1.1 BID NOTICE

- A) The Bid Notice attached hereto as advertised in the newspaper of general circulation within the City, shall be considered to be part of these specifications and is incorporated herein.

1.2 FORM PROPOSAL

- A) Each proposal shall be on the form provided for that purpose and must be enclosed in a sealed envelope, marked and addressed as required in the advertisement. The phraseology of the proposal must not be changed. Any unauthorized conditions, limitations, or provisions attached to a proposal may tender it illegal and cause its rejection.

1.3 PREPARATION OF PROPOSAL

- A) The Bid Form is included with the Bidding Documents. Additional copies may be obtained from the City.
- B) All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item listed therein.
- C) A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- D) A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- E) A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- F) A Bid by an individual shall show the Bidder's name and official address.
- G) All names shall be printed in ink below the signatures.
- H) The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- I) Postal address, e-mail address, and telephone number for communications regarding the Bid shall be shown.
- J) The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state Contractor license number, if any, shall also be shown on the Bid Form.

1.4 PRE-BID MEETING

- A) The date, time, and location of the Pre-Bid Meeting are indicated on the Instructions to Bidders. Representatives of the City will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. The City will transmit to all prospective Bidders of record such Addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.5 INTERPRETATIONS AND ADDENDA

- A) All questions about the meaning or intent of the Bidding Documents are to be submitted to the City in writing. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the City as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the City.

1.6 BIDDER'S OBSERVATIONS

- A) Each Bidder must satisfy himself by his own observation as to the quantity of proposed work to be performed and with the proposed requirements and limitations listed. The submission of a Bid shall be considered evidence that the Bidder has made such observation and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specifications and information contained herein.

1.7 CONTRACT

- A) The bidder to whom the award is made will be required to execute a written contract with the City of Pataskala, Ohio, and to furnish a good and approved performance bond as herein specified, within ten (10) days after receiving such contract for execution. The contract shall be substantially in the form hereto attached. If the bidder to whom the contract is awarded fails to enter into a contract as herein provided, the award may be annulled and the contract let to the next most desirable bidder, and such bidder shall fulfill every stipulation embraced herein, as if he were the original party to whom the award was made.

1.8 PERIOD OF CONTRACT

- A) The contract period shall be three (3) years and shall begin October 1, 2025, and expire at midnight on September 30, 2028. The City reserves the right at its sole option, to extend the contract, with the same conditions and prices, for a period not to exceed ninety (90) days beyond the expiration date, and the successful bidder/selected hauler hereby agrees thereto. The City also reserves the right to waive bidding and to negotiate a new 3-year contract with the selected hauler at the completion of said term.

1.9 BOND

- A) The bidder to whom the contract is awarded shall furnish a satisfactory bond of \$100,000.00 conditioned upon the faithful performance of the contract of all the covenants, stipulations, and agreements in the contract. If at any time during the continuance of the contract, any surety shall, in the opinion of the City Administrator, become irresponsible, the City Administrator shall have the right to require additional sufficient surety or sureties which the Contractor shall furnish to the satisfaction of the City Administrator within ten (10) days after notice, and if in default thereof, the contract may be suspended by the City Administrator.

1.10 AWARD OF CONTRACT

- A) The Contract will, if let, be awarded to the bidder with the lowest and best bid. The City will consider all Base Bids and award one Contract from those Bids. In determining the best bid, the elements contained in the Statement of Qualifications will be considered along with statements from communities where the individual hauler currently contracts or previously contracted. The decision to award to a Base Bid will be made at the City's sole discretion. The City reserves the right to reject any or all Bids, including, without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The City may also reject the Bid of any Bidder if the City believes that it would not be in the best interest of the Project to make an award to that Bidder. The City also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

1.11 DEFINITIONS

- A) City - The area within the corporate boundaries of the City of Pataskala and the municipal corporation's duly elected or appointed representatives.
- B) Contractor - Any person, firm, or corporation authorized by the City of Pataskala to collect, transport, and lawfully dispose of residential garbage, refuse, recyclables, and yard waste. As used in these specifications, "Contractor" also means the employees or representatives of the holder of lawful contract.
- C) Subscriber / Residential Householder - One who maintains separate living quarters, whether owner or tenant, and the building contains not more than three (3) families.
- D) Commercial User - Persons other than Residential Householder, or firms or corporations operating commercial or industrial establishments or institutions, public or private.
- E) Garbage - (solid waste) includes all putrescible wastes, except sewage and body waste, and includes vegetable and animal offal, but excludes recognizable industrial by-products.
- F) Refuse - (solid waste) includes all non-putrescible non-liquid wastes, such as ashes, cinders, tin cans, glass, bottles, crockery, metal, rags, waste paper, or other solid discards, but excluding tree removals, earth, sand, construction or demolition materials generated by commercial use.
- G) Recyclable materials - Includes materials otherwise considered to be refuse, or garbage which can be recovered from solid waste stream and can be converted back into similar or new products.
- H) Yard waste - Includes grass clippings, brush and shrub cuttings, leaves, tree limbs, garden growth residues, and other natural materials collected resulting from the care of lawns, gardens, vines, bushes, shrubs, and trees.

- I) Curb-side pickup - Means the subscriber shall be responsible to place all solid waste at the right-of-way where it can be accessed by the collection crew.
- J) Garage-side pickup - Means the Contractor shall be responsible for collecting all solid waste at a location other than the right-of- way as mutually agreed upon by the subscriber and the Contractor.

2.0 SPECIFICATIONS

2.1 OUTLINE OF WORK

- A) The work to be done, in general, consists of the furnishing of labor and equipment for the collection, transportation, and disposal of solid waste and recyclables that is placed in the cart from residential premises within the City of Pataskala, Ohio, at least once a week. There are approximately 150 road/street miles (300 lane miles) within the City, and approximately 5300 residential customers. These numbers are an estimate, and the actual number of customers may vary and is subject to change over the course of the Contract. No fee adjustment will be made if the estimate proves inaccurate, or for any change in the number of customers serviced during the course of the Contract. Pick-up of the entire City of Pataskala shall be accomplished in one day, Monday through Friday. **One (1) solid waste cart and one (1) recyclable cart are to be provided for each residential household customer.**
- ~~B) Large Item Pick-up: Including but not limited to, furniture, appliances, refrigerators, dishwashers, washers, dryers, sofas, chairs, and mattresses shall be picked up on a once a month basis. The customer will contact the Contractor to schedule the pickup 24 hours in advance. The Contractor shall provide a list of acceptable items and the cost that will be billed directly to the customer for removal and disposal.~~
- ~~C) Recovery of CFCs and HCFCs: Prior to acceptance of any load containing CFC and/or HCFC equipment such as refrigerators, freezers, air conditioners, dehumidifiers, heat pumps, water coolers, ice machines, and beverage machines, documentation must be provided by the generator giving assurances that CFCs and HCFCs have been recovered by a certified technician. Contractor shall make available to customers a program to remove CFCs and HCFCs from applicable equipment for an additional fee (if not included with regular collection services).~~

2.2 ABILITY TO BID

- A) Each bidder shall submit in writing with the bid a detailed statement of qualifications to show to the reasonable satisfaction of the City Administrator that the bidder has sufficient facilities, experience, ability, and resources to satisfactorily perform the entire work in accordance with the provisions of the contract and specifications. Each bidder shall provide with their proposal references from at least three (3) sources for who said bidder has provided solid waste hauling services in the past. Bidders shall also provide a list of all equipment purposed to be used in servicing this contract and the year of manufacture of said equipment.

2.3 ASSIGNMENTS

- A) No assignments, transfer, or sub-contracting of this contract or any part thereof shall be made by the Contractor without the consent of the City Administrator.
- B) The agreement shall insure to, and be binding upon, the heirs, devisee, executors, administrators, successors, and assigns of the parties hereto, but except as foresaid, no third person shall have or acquire any right hereunder.

2.4 SERVICE OF NOTICE

- A) Any notice herein provided may be served by Certified Mail and shall be deemed served when deposited in the United States mail postage prepaid. Notices to the Contractor or the City shall be addressed to the addressee given on the contract.

2.5 WORKER'S COMPENSATION INSURANCE

- A) The Contractor shall obtain and maintain during the life of this contract adequate Worker's Compensation Insurance for all hired employees. In order to comply with this requirement, the Contractor shall furnish and attach to each executed copy of the contract document a Worker's Compensation Certificate signed by the Ohio Industrial Commission showing that the Contractor has paid their industrial insurance premium. Further, the Contractor shall annually supply said Certificate to the City of Pataskala, and any failure to provide such Worker's Compensation Insurance shall be considered a breach of contract.

2.6 AFFIDAVIT

- A) Ohio Revised Code 5719.042 requires that all bidders of any governmental project must submit an affidavit declaring that there are no outstanding delinquent personal property taxes to Licking County or the State of Ohio. Such affidavit will include a declaration that there are no outstanding or delinquent taxes owed to the City of Pataskala.

2.7 INSURANCE

- A) The Contractor shall secure a comprehensive liability policy of insurance to be approved as to form by the City Law Director, insuring against the liability of such Contractor in amounts as follows.

Coverage	Minimum Limits Of Liability, Terms, and Coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products, and completed operations. \$2,000,000 products/completed operations annual aggregate. \$2,000,000 general annual aggregate.
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required.
Workers Compensation	Statutory Limits.

Coverage	Minimum Limits Of Liability, Terms, and Coverage
Employer's Liability	\$1,000,000 bodily injury by accident, each employee. \$1,000,000 bodily injury by disease, each employee. \$1,000,000 bodily injury by policy, aggregate.
Umbrella/Excess	\$5,000,000 each occurrence and annual aggregate. Underlying coverage shall include General Liability, Auto Liability, and Employer's Liability.
Pollution Legal	\$1,000,000 per claim. \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract.
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstances be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment, and tools used or owned by Contractor in performance of services hereunder.

Copies of all insurance policies, endorsement thereto, and receipts for payments of premiums shall be deposited by the Contractor with the Clerk of Council.

2.8 PERFORMANCE BOND

- A) The Contractor shall furnish a Performance Bond in the amount of One Hundred Thousand Dollars (\$100,000.00), which shall be forfeited to the City for failure to comply with the provisions of the Contract. A bond of a one-year duration that is renewable annually, or a bond having a duration for the entire contract duration, may be considered by the City when determining compliance with this Section and Section 1.6, and shall be subject to final approval by the City Law Director. It is understood by all parties that, at all times during the contract period, an adequate and valid performance bond instrument will be kept in place by the Contractor. Such bond shall be approved by the City Law Director and deposited with the City Treasurer. The bond shall be for the duration of the Contract.

2.9 BID PRICE

- A) ~~The bid price for the Base Bid will be for a three (3) year period. The price for years two (2) and three (3) will be adjusted accordingly using the Water Sewer Trash Index.~~
- B) The Contractor shall provide an optional price for a Residential Householders to rent additional solid waste containers as described herein.
- C) Contractor shall also provide a price that represents a Senior Discount Rate for the rental of additional solid waste containers as described herein, if applicable.
- D) The optional price to rent additional carts and the Senior Discount Rate shall remain the same all three (3) years.

2.10 BILLING

- A) The Contractor is responsible for billing and collecting. These costs shall be reflected in his bid price.

2.11 CHARGES

- A) The charge for service shall be prepaid every three (3) months or any part thereof upon inception. The Contractor and/or City may discontinue service of an account that remains unpaid longer than forty-five (45) days after the due date.

2.12 STRIKE OR FAILURE TO PERFORM

- A) In the event of a strike by, or which affects, the employees of the Contractor, or failure of the Contractor for any reason to perform according to the conditions of this contract, the City by its City Administrator, shall reserve the right to make arrangements for the immediate collection and disposition of residential refuse, recyclables, and yard waste. The cost of such interim service shall be paid entirely by the Contractor.

2.13 LOCATION OF CONTAINERS

- A) Containers shall be placed by each subscriber at the curbside or carryout location, if applicable. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City roadways, including alleys. Collection on alleys shall be determined on a case-by-case basis by the City Administrator. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. No obstruction may be placed in or upon the street for any reason. Household not in conformance with this requirement should be notified of violation.

2.14 SPECIAL PROVISIONS FOR THE HANDICAPPED

- A) In cases where physical impairment of a resident is proven and established (by a physician's certificate), garage-side service shall be performed by the Contractor, but at the established rate for curb-side service.

2.15 COMPLAINTS

- A) All complaints shall be communicated to the successful bidder and shall be given immediate and courteous attention. The Contractor shall have established a business address and maintain local telephone facilities for the receipt of subscribers' complaints on working days from 8:00 A.M. to 5:00 P.M. In the case of alleged missed scheduled collections, the successful bidder shall investigate and, if such allegations are verified, shall arrange for the collection of the garbage, refuse, recyclables, and/or yard waste not collected, within twenty-four (24) hours after the complaint is received. The Contractor shall supply the City Administrator with copies of all complaints and indicate the disposition of each complaint, quarterly. Such records shall be available for City Inspection at all times during business hours. The form shall indicate the day and the hour on which it was resolved. When a complaint is received on a day preceding a holiday or a Saturday, it shall be serviced on the next workday. The Contractor shall handle complaints in a courteous manner.

2.16 ACCOUNTS LISTING

- A) The Contractor shall supply the City with an updated list of all accounts and the type of service provided to each by this contract by January 31st of each year. The City of Pataskala is seeking to have access to and utilize the mailing lists/customer database of the Contractor for this City of Pataskala trash collection franchise agreement. The mailing lists/customer database shall be provided to the City in a spreadsheet format compatible with Microsoft Excel.

2.17 NOTICE OF UNCOLLECTABLES AND VIOLATIONS

- A) The Contractor will provide cards and/or tags to advise customers of non-compliance with required rules and regulations (non-compliance of sorting recyclable materials and yard waste from solid waste and placing containers in the right-of-way and not in the street). Stubs of all such cards shall be kept on file for a period of six (6) months.

2.18 TYPE OF COLLECTION

- A) Service Provided: The Contractor shall make one regular weekly collection of garbage, refuse, recyclables, and yard waste that is placed in the collection cart, or at the curb, to all residences within the prescribed territory. Pick-up of the entire City of Pataskala shall be accomplished in one (1) day each week the contract is in force. If a holiday should fall on the designated collection day, the collection day shall be the day immediately following the holiday. No pick-ups may be made on Saturday or Sunday without authorization of the City Administrator of the City of Pataskala. Collection shall not begin before 7:00 A.M. and shall not continue past 7:00 P.M. The Contractor shall provide unlimited curb-side pick-up for Pataskala residents and unlimited garage-side pick-up for those handicapped residents who qualify through a physician's certification, one day each week while this contract is in force.

2.19 RECYCLABLE MATERIALS

- A) The Contractor shall provide a cart for recyclable materials to all customers for collection of recyclable materials. Such a container shall be standard in type and size and shall be colored. At a minimum, the materials to be collected shall include but not necessarily be limited to, plastics 1 & 2 (bottles and jugs), paper, cardboard, aluminum and steel cans, and glass bottles. The City of Pataskala or the contracted company has the right to adjust the schedule of recyclables to be collected.
- B) Quarterly, the Contractor shall issue a written report to the City Administrator of Pataskala on the amount collected in tonnage for each of the following items: recyclables, yard waste, and solid waste.

2.20 CITY REFUSE/RECYCLABLES

- A) The Contractor shall supply containers with weekly service to the City at the following locations at no charge:
 - 1. City Administration Building - 1 container (2 cy)
 - 2. Mink Street Garage - 1 container (2 cy)
 - 3. Creek Road Garage - 1 container (2 cy)
 - 4. Creek Road Lift Station - 1 container (2 cy)

5. Municipal Park - 1 container (4 cy)
6. Foundation Park - 2 containers (6 cy)
7. Wastewater Treatment Plant - 2 containers (2 cy)
8. Water Treatment Plant #1 - 1 container (2 cy)
9. Old Town Hall/Utilities Billing - 1 container (2 cy)
10. Fire Department Building (851 E. Broad St.)- 1 container (2 cy)
11. Fire Department Building (428 Jefferson St.)- 1 container (2 cy)
12. Fire Department Building (7125 Mink St.)- 1 container (2 cy)

The Contractor shall collect refuse from the above-mentioned facilities on the same day refuse and recyclables are collected in the City.

- B) For up to eight (8) special events per year, the Contractor will provide and service either one (1) open-top roll-container or roughly twelve (12) carts at no cost to the City upon request of the City Administrator. This service shall be provided for special situations such as, but not limited to, the Pataskala Street Fair and clean-up weeks designated by the City Administrator or for the major remodeling of any City Facility.
- C) The Contractor shall provide up to fifteen (15) hardship waivers per year (one waiver equal to one quarter's billings) at no cost to the city nor the customer. The hardship waiver will be approved on a case-by-case basis by the City Administrator.

2.21 CONTAINERS

- A) Sealed plastic bags designed as refuse or garbage containers, sealed paper bags designed as refuse or garbage containers, and metal or plastic cans with two (2) handles and a tight-fitting lid shall be considered authorized containers for solid waste as a supplement to the containers supplied by the Contractor. Such containers shall be supplied by the householder.
- B) The successful bidder will make available to all residential customers the option of a mobile tote/cart, whereby the customer may choose to pay an extra charge for the use of a Contractor-provided tote/cart.

The Contractor shall exercise reasonable caution in the handling of containers to avoid damage and shall return empty containers to the point of collection, in an upright position. Any material spilled by the Contractor during collection shall be immediately cleaned up by the Contractor. Container(s) damaged due to the negligence of the Contractor shall be replaced by the Contractor with container(s) of like kind and quality of those damaged. The Contractor will not be held responsible for plastic cans or insufficient strength which may crack from exposure to freezing temperatures.

- C) Paper yard waste bags designed for disposal of yard waste and metal or plastic cans shall be considered authorized containers for the disposal of yard waste. Such containers must be supplied by the residential customer.

If the Contractor collects solid waste placed outside the containers as a courtesy to the customer, that will factor positively into the evaluation of their bid.

2.22 DISPOSAL / LANDFILL FACILITIES / SALE OF MATERIALS

- A) ~~The Contractor is responsible for the disposal of all garbage, trash, refuse, and yard waste collected within the City at a facility within the Solid Waste Management District.~~ The lack of availability of disposal facilities shall not excuse any Contractor's performance under this contract. ~~Ordinance.~~ Garbage, trash, refuse, and yard waste shall be disposed of by the Contractor for the City and its residents according to the rules and regulations of the Solid Waste Management District and the Ohio EPA. The Contractor is not required to pick up tires when providing trash collection services, however, if in the course of providing trash collection services, a tire (or tires) is inadvertently collected by the Contractor, it shall be the responsibility of said Contractor to dispose of said tire or tires in accordance with all applicable laws.

2.23 EQUIPMENT USED

- A) The Contractor shall use covered, leak-proof, sanitary packer-type trucks for solid waste; separate covered, leak-proof, sanitary packer-type trucks for yard waste; and specialized recyclable collection vehicles, with distinctive identification lettering. Employees of the Contractor shall perform these services wearing a uniform, with a shirt or jacket, identifying the name of the employer. All trucks and other equipment shall be clearly marked showing the Contractor name and telephone number, washed and painted uniformly, and maintained in a safe and sanitary condition. All trucks must be inspected and licensed by the Licking County Board of Health.

2.24 ROUTING AND SCHEDULING

- A) The Contractor shall submit routes and schedules for collection of solid waste with their bid.

2.25 FUEL PRICE ADJUSTMENT

- A) After the initial Contract year, there will be annual Consumer Price Index (CPI) price changes allowed under the contract for general changes in costs attributed to everything in the CPI except energy. These changes in cost will be based on a common index of verifiable public information from the United States government. The annual price change for the sum of the CPI adjustment is capped at five percent (5.0%) for any given year of the Agreement.
- B) Consumer Price Index (CPI) Adjustment - The City and Contractor agree that the Contract price for the services to be provided hereunder is subject to an annual price modification based on the United States Bureau of Labor Statistics (BLS) Consumer Price Index (CPI). Effective April 1, 2025, and the same date each year thereafter during the term of the Agreement, rates shall be adjusted as specified herein.

The rate shall be adjusted based on the percentage change in the CPI between the month of January in the previous year and the month of January in the current year. This date was chosen to allow the Contractor to make a calculation, present to City for review, and gain Board approval for a price change beginning on April 1. It is assumed that the January 2026 CPI index will be available in mid-February 2026, and this will be ample time for the Contractor to make price change calculations and build them into their quarterly bill for services starting in April 2026.

The controlling index shall be the Consumer Price Index for the Midwest Urban Region, All Items Less Energy – All Urban Wage Earners and Clerical Workers.

- C) Fuel Price Adjustment - Adjustment for Changes in Cost of Fuel. Either the Contractor or the City may request a per Residential Unit fuel price adjustment for Collection Services in a form approved by the City. For purposes of this provision, a request for fuel price adjustment, upon approval by the City, will result in an adjustment to the Contractor's invoice. All fuel price adjustment requests and approvals shall be in writing at least sixty (60) days prior to application of any fuel price adjustment. The invoice shall include a fuel price adjustment as an increase or decrease in the quarterly price billed to each Residential Unit for the collection of Solid Waste or Recyclable Materials.

The invoice shall include the base bid price per Residential Unit and a separate line item for fuel price adjustment amount to be added or subtracted. The price may be adjusted when the price of fuel has changed during the preceding period in increments of at least twenty-five cents (\$.25) per gallon. (For example: an increase or decrease in the price per gallon of fuel between \$.25 and \$.49 shall be equal to \$.25 per gallon for purposes of the fuel price adjustment formula provided; an increase or decrease in the price per gallon of fuel between \$.50 and \$.74 shall be equal to \$.50 per gallon for purposes of the fuel price adjustment formula, etc.).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average price per gallon of diesel fuel (or the Monday preceding the Bid opening), as determined by the Weekly On-Highway Retail Diesel Fuel Price, All Types, for the Midwest Region, as maintained by the United States Department of Energy, Energy Information Administration (“EIA”).

The base price for fuel to be utilized in determining whether a fuel price adjustment is appropriate shall be the average gasoline gallon equivalent of CNG fuel as determined by the average retail price per gallon in the Midwest Region as determined by the United States Department of Energy Clean Cities Alternative Fuel Price Report (energy.gov). In the event that this resource is not available, the City and Contractor shall agree to an alternative resource to determine the average price for CNG fuel.

The per Residential Unit fuel price adjustment may first be adjusted, if necessary, on the Collection Services commencement date contained in the Notice to Proceed. Thereafter, the per Residential Unit fuel price adjustment may be made at the end of the second and fourth quarters (quarters being April through June, July through September, October through December, and January through March) of the contract period, when the price per gallon of fuel, reported for the last week of March and the last week of September has changed by an average amount during the preceding quarter of at least twenty-five cents (\$0.25) more or less per gallon from the base price. Each twenty-five-cent (\$0.25) incremental change in the average price per gallon of fuel, when compared with the base price per gallon for fuel, shall adjust the per Residential Unit fee as follows:

$$\text{Per Residential Unit baseline charge} + M \div 3 \times P \div \text{TRU} = \text{RSWU} + \text{RRU}$$

Where:

M = total number of miles traveled by the Contractor in one month, including miles traveled on the Collection Route and average number of round trips to the disposal facility and recyclable materials facility

Three (3) = the average number of miles per gallon for collection vehicles

P = fuel price adjustment in \$.25 per gallon increments

TRU = Total Residential Units

RSWU = the number of Residential Solid Waste Units

RRU = the number of Residential Recycling Units

If the Contractor operates both diesel-operated vehicles and alternative fuel-operated vehicles, the Contractor shall apply any fuel price adjustments based upon a weighted average of the percentage of each vehicle in the fleet. [For example, if the Contractor has 50% diesel-operated vehicles and 50% alternative fuel vehicles, the price adjustment shall be applied 50/50 to the fleet (50% of the fleet at the adjusted diesel rate and 50% at the adjusted CNG rate). If the Contractor has 25% diesel-operated vehicles and 75% alternative fuel-operated vehicles, the price adjustment shall be applied to 25% of the fleet at the adjusted diesel rate and 75% at the adjusted CNG rate.] If the price adjustment only applies to a portion of the fleet (for example, only diesel-operated vehicles, but not CNG vehicles), then the price adjustment shall only be applied to the percentage of the fleet that operates that type of vehicle.

- D) Termination for Excessive Fuel Price Adjustment - In the event that the fuel price adjustment provision results in a twenty percent (20%) increase in the price per Residential Unit per month for the Collection Services from the initial price per Residential Unit per month accepted by the City, the City may, in the exercise of its sole discretion and without liability to the Contractor, terminate this Agreement and issue a replacement Request for Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

The City and Contractor may agree to use a different calculation, provided the agreement and calculation are agreed to in writing.

2.26 PERMISSIBLE PASS-THROUGH CHARGES

- A) Any and all governmental fee increases incurred for disposal or processing of solid wastes, recycling, or yard wastes may be passed on by the Contractor. Any and all governmental fee decreases shall be passed on by the Contractor. A governmental fee is defined as a fee applied to the disposal or processing of solid waste, recycling, or yard waste levied by the United States Federal Government, the State of Ohio, Licking County, or any other governmental regulatory agency. The Contractor will provide the City Administrator and residents/customers as much notice as is possible before adjusting rates to account for governmental fee, rate, or charge modifications.

2.27 PUBLIC RELATIONS AND EDUCATION

- A) The Contractor shall be responsible for developing a program to educate and inform subscribers of the laws, rules, and regulations regarding the disposal of garbage, trash, refuse, recyclables, and yard waste materials. A mailer should be sent to all customers at least once annually, outlining the above and reminding residents of scheduled changes due to holidays.

2.28 NON-DISCRIMINATION

- A) Use of the masculine pronoun in these specifications follows accepted grammatical practice and does not reflect sexual bias or discrimination on the part of the City or its duly elected or appointed representatives.

2.29 PARTICIPATION

- A) City of Pataskala residential householders may not employ another refuse and recycling hauler without giving just cause to and obtaining permission from the City Administrator.

**ALL TERMS AND CONDITIONS IN THE SPECIFICATIONS HEREIN
ARE MUTUALLY INCLUSIVE.**

AFFIDAVIT
(O.R.C. 5719.042)

STATE OF OHIO LICKING COUNTY; SS

The affiant being duly sworn states that he or she is the (title) _____ ,
(company name) _____ was:

- Not charged at the time the bid for the CITY OF PATASKALA was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or
- Charged at the time the bid for the CITY OF PATASKALA was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

Further affiant sayeth naught.

Company _____

Affiant Signature _____

Title _____

Sworn to before me, a Notary Public, this _____ day of _____ , 2025.

Notary Public

HOLD HARMLESS AGREEMENT

(Company) _____, if awarded an order or contract, agrees to protect, defend, and save the City of Pataskala harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction of form part of the work covered by either order or contract and further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the Contractor, his servants, or agents.

Name of Company Officer: _____

Signature of Company Officer: _____

Signing contract: _____

Date: _____

STATEMENT OF QUALIFICATIONS

PLEASE ATTACH AS A SEPARATE DOCUMENT TO THIS PROPOSAL

Change in Law

All proposed costs and services set forth in this agreement are subject to adjustment in the event of any future governmentally imposed new regulations, increased taxes, fees, surcharges, or assessments imposed on the Contractor.

Contractor shall have the right to pass through its costs due to new or increased governmentally-imposed new regulations, increased taxes, fees, surcharges, or assessments provided that it reasonably documents the amount of any increase and provided notice of any such increase prior to such increase taking effect.

I. Effect of Material Market Change. In the event that a material change in market conditions occurs, including but not limited to lack of commercially reasonable market availability for processed Recyclables, changes in market specifications affecting the salability of processed Recyclables, changes affecting the recyclability or marketability of Recyclables, changes in the quantity, quality or composition of the Recyclables, (each a "Material Change"), has the effect of materially altering the terms of this Agreement, or preventing or precluding compliance with one or more provisions of this Agreement, or preventing, precluding or substantially affecting the benefit(s) bargained for under this Agreement, including profits of CONTRACTOR, the Party detrimentally affected by a Material Change may notify the other Party and request the Agreement be amended in order to offset or counteract the effect of the Material Change (e.g., increase in per residential unit rate to offset increase in costs to process Recyclables in order for CONTRACTOR to achieve, on an ongoing basis, profits similar to those that existed immediately prior to the Material Change). Thereafter, the Parties shall exercise commercially reasonable and good faith efforts to negotiate a mutually acceptable amendment to the Agreement. In the event the Parties fail to execute a mutually acceptable amendment within ninety (90) days of the notification and request for amendment, the Party detrimentally affected by the Material Change may terminate the Agreement by providing the other Party with written notice of termination at least one hundred and twenty (120) days prior to the termination date.

II. Composition Audits and Excess Contamination Fee.

Name of Company Officer: _____

Signature of Company Officer: _____

Signing contract: _____

Date: _____

STATEMENT FROM COMMUNITIES / REFERENCES

(Can be listed here or attached as a separate document)

LIST OF ALL EQUIPMENT PROPOSED TO BE USED IN SERVICING THIS CONTRACT AND THE YEAR OF MANUFACTURE OF SAID EQUIPMENT

(Can be listed here or attached as a separate document)

PROVIDE A DETAILED DESCRIPTION OF PROPOSED OPERATIONS, TRIPS, AND NUMBER OF TRUCKS TO BE USED, ETC. FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTE, CURBSIDE RECYCLING, AND YARD WASTE FROM RESIDENTIAL HOUSEHOLDERS IN THE CITY OF PATASKALA, OHIO

(Can be listed here or attached as a separate document)

- A) CONTRACTOR may perform a baseline composition study to determine the composition percentage of each commodity for the Recyclables collected under this Agreement. CONTRACTOR will give Customer notice of such study, and the Municipality may be present to observe the study. CONTRACTOR will provide the Municipality with the composition results of the baseline study.
- B) CONTRACTOR may perform additional composition studies, in its sole discretion, in order to determine if the composition of the Recyclables collected under this Agreement has deteriorated. CONTRACTOR will give Customer notice of such study, and the Municipality may be present to observe the study. CONTRACTOR will provide the Municipality with the composition results of the additional composition studies.
- C) If a composition study determines that the percentage of Non-Recyclables contained within or alongside of the Recyclables collected under this Agreement has increased by at least three percent (3%) when compared to the baseline composition study, CONTRACTOR may charge the Municipality an Excess Contamination Fee, which shall be assessed as a percentage of the monthly Residential Unit rate. The Excess Contamination Fee shall equal the percentage increase in Non-Recyclables discussed immediately above.
- D) As an example, if the monthly Residential Unit rate is \$20.00 and a composition study determines that the percentage of Non-Recyclables has increased by 3% compared to the baseline composition study, the Excess Contamination Fee shall be \$0.60 (3% of \$20.00) per Residential Unit per month.

PROPOSAL (REVISED PER ADDENDUM 1)

TO: Timothy Hickin
City Administrator
City of Pataskala
Licking County, Ohio

After careful examination of the foregoing documents, the undersigned hereby proposes and agrees, if this proposal is accepted, to enter into a Contract to furnish all equipment, labor and to complete said work in accordance with the terms and conditions specified, and to furnish a satisfactory bond in the amount of One Hundred Thousand Dollars (\$100,000.00), conditioned as and in the form prescribed by law, as a guarantee for the faithful performance of the Contract, for the following rates:

FOR THE ENTIRE CITY:

Proposal:

Monthly unit cost per proposal for each residential householder customer. Proposed costs shall be separated and presented by the bidder for the proposed basic monthly cost of service to each residential householder customer. **One (1) solid waste cart and one (1) recyclable cart must be provided for each residential household customer as part of the Base Bid costs.**

Base Bid - Service provided to the entire city on one day per week.

NUMBERS MUST BE TYPED OR CLEARLY WRITTEN

Yrs. 1, 2 and 3 Price in figures (one amount only)	\$ _____
Cost of additional solid waste cart rental per month	\$ _____
Cost of additional recyclable cart per rental month	\$ _____

Senior discounted rate, if applicable:

Senior Rate, Price in figures: Basic Service Cost	\$ _____
Cost of additional solid waste cart rental per month	\$ _____
Cost of additional recyclable cart per rental month	\$ _____