



OHIO SCHOOLS COUNCIL



WASTE & RECYCLING PROGRAM

July 1, 2021 – June 30, 2024

AWARD

Approved by OSC Board of Directors on May 14, 2021

Ohio Schools Council
6393 Oak Tree Blvd., #377
Independence, Ohio 44131
(216) 447-3100



2021-24 WASTE & RECYCLING SERVICES

AWARDED VENDORS:

BROWNING-FERRIS INDUSTRIES OF OHIO, dba REPUBLIC SERVICES

8123 Jones Road
Cleveland, Ohio 44105

Contact: James Adkins
Telephone: (216) 246-9213
Fax: (216) 441-6305
Website: www.republicservices.com
Email: jadkins2@republicservices.com

WASTE MANAGEMENT OF OHIO

6705 Richmond Road
Solon, Ohio 44139

Contact: Clarissa Strader
Telephone: (305) 970-6962
Fax: (440) 439-0311
Website: www.wm.com
Email: cstrader@wm.com

TERMS AND CONDITIONS:

Awarded Lorain County

Special Terms and Conditions: Our Base Bid Rates will be held firm for the first year of service (July 1, 2021-June 30, 2022)
Year 2 will have a maximum 3.5% escalator (July 1, 2022 through June 30, 2023)
Year 3 will have a maximum 3.5% escalator (July 1, 2023 through June 30, 2024)

TAX ID# 65-0716904

Awarded Clark, Cuyahoga, Erie, Geauga, Hancock, Huron, Lake, Licking, Lucas, Mahoning, Medina, Ottawa, Portage, Summit, Trumbull, Wayne and Wood Counties.

TAX ID# 25-1673264

WASTE AND RECYCLING SERVICES

OSC MEMBERS COMMITTED TO PARTICIPATE (67)

Arlington Local Schools (Hancock)	Madison Local Schools (Lake)
Aurora City Schools (Portage)	Madison Local Schools (Richland)
Bay Village City Schools (Cuyahoga)	Mayfield City Schools (Cuyahoga)
Beachwood City Schools (Cuyahoga)	Medina County Board of DD (Medina)
Bedford City Schools (Cuyahoga)	Mentor Public Schools (Lake)
Berkshire Local Schools	Midview Local Schools (Lorain)
Brecksville-Broadview Heights City Schools (Cuyahoga)	Monroeville Local Schools (Huron)
Brooklyn City Schools (Cuyahoga)	Nordonia Hills City Schools (Summit)
Brunswick City Schools (Medina)	North Ridgeville City Schools (Lorain)
Cardinal Local Schools (Geauga)	North Royalton City Schools (Cuyahoga)
Chagrin Falls Ex. Village Schools (Cuyahoga and Geauga)	Oregon City Schools (Lucas)
Chardon Local Schools (Geauga)	Painesville City Local Schools (Lake)
Cleve. Hts./Univ. Hts. City Schools (Cuyahoga)	Parma City Schools (Cuyahoga)
Cleveland Metropolitan School District (Cuyahoga)	Perry Local Schools (Lake)
Copley-Fairlawn City Schools (Summit)	Polaris Career Center (Cuyahoga)
Crestwood Local Schools (Portage)	Positive Education Program (Cuyahoga)
Cuyahoga County Board of DD (Cuyahoga)	Revere Local Schools (Summit)
Cuyahoga Falls City Schools (Summit)	Riverside Local Schools (Lake)
Cuyahoga Heights Schools (Cuyahoga)	Rocky River City Schools (Cuyahoga)
Cuyahoga Valley Career Center (Cuyahoga)	Shaker Heights City Schools (Cuyahoga)
Edison Local Schools (Erie)	Sheffield-Sheffield Lake City Schools (Lorain)
Fairview Park City Schools (Cuyahoga)	Southwest Licking Local Schools (Licking)
Garfield Heights City Schools (Cuyahoga)	Springfield City Schools (Clark)
Genoa Area Local School District (Ottawa)	Stow-Munroe Falls City Schools (Summit)
Hathaway Brown School (Cuyahoga)	Streetsboro City Schools (Portage)
Hebrew Academy of Cleveland (Cuyahoga)	Strongsville City Schools (Cuyahoga)
Hudson City Schools (Summit)	Twinsburg City Schools (Summit)
Huron City Schools (Erie)	Warren City Schools (Trumbull)
Kent City Schools (Portage)	Wayne County Schools Career Center (Wayne)
Kirtland Local Schools (Lake)	Wellington Exempted Village Schools (Lorain)
Lake County Board of DD/Deepwood (Lake)	West Geauga Local Schools (Geauga)
Lakewood City Schools (Cuyahoga)	Westlake City Schools (Cuyahoga)
Lorain County Board of DD (Murray Ridge Center) (Lorain)	Willoughby-Eastlake City Schools (Lake)
	Wood County ESC (Wood)
	Woodridge Local Schools (Summit)
	Youngstown City Schools (Mahoning)

OHIO SCHOOLS COUNCIL 2020-21 MEMBERSHIP

Akron Public Schools	Buckeye Local Schools (Jeff.)	Coventry Local Schools	Hancock County ESC
Allen East Local Schools	Buckeye Local Schools (Medina)	Crestwood Local Schools	Hathaway Brown School
Amherst Ex. Village Schools	Bucyrus City Schools	Cuyahoga County Board of DD	Hawken School
Anthony Wayne Local Schools	Campbell City Schools	Cuyahoga Falls City Schools	Hebrew Academy of Cleveland
Arcadia Local Schools	Canfield Local Schools	Cuyahoga Heights Schools	Hicksville Ex. Village Schools
Archbold Area Local School District	Canton City Schools (Stark)	Cuyahoga Valley Career Center	Highland Local Schools
Arlington Local Schools	Cardinal Local Schools	Dalton Local Schools	Hopewell-Loudon Local Schools
Ashland City Schools	Central Local Schools	Danbury Local Schools	Hubbard Ex. Village Schools
Ashtabula Area City Schools	Chagrin Falls Ex. Village Schools	Defiance City Schools	Hudson City Schools
Ashtabula County ESC	Champion Local Schools	Defiance Co. Bd. of DD	Huron City Schools
Ashtabula County Technical & Career Center (A-Tech)	Chardon Local Schools	East Cleveland City Schools	Independence Local Schools
Auburn Career Center	Chippewa Local School District	East Liverpool City Schools	Jackson Local Schools
Aurora City Schools	City of Cleveland	Eastwood Local Schools	Jackson-Milton Local Schools
Austintown Local Schools	City of Cleveland Heights	Edison Local Schools (Berlin-Milan)	James A. Garfield Local Schools
Avon Lake City Schools	City of Lyndhurst	Educational Service Center of the Western Reserve	Jefferson Area Local Schools
Avon Local Schools	City of Mentor	EHOVE Career Center	Joseph Badger Local Schools
Ayersville Local Schools	City of Richmond Heights	Elyria City Schools	Kenston Local Schools
Barberton City Schools	City of Shaker Heights	ESC of Lake Erie West	Kent City Schools
Bay Village City Schools	City of Willoughby	ESC of Lorain County	Keystone Local Schools
Beachwood City Schools	Clearview Local Schools	ESC of Medina County	Kirtland Local Schools
Beaver Local Schools	Cleve. Hts./Univ. Hts. City Schools	ESC of Northeast Ohio	Lake County Board of DD/Deepwood
Bedford City Schools	Cleveland Heights	Euclid City Schools	Lakeland Community College
Bellevue City Schools	University Heights Public Library	Evergreen Local Schools	Lake Local Schools (Wood)
Benjamin Logan Local Schools	Cleveland Metroparks	Fairport Harbor Ex. Vill. Schools	Lakewood City Schools
Benton-Carroll-Salem Schools	Cleveland Metropolitan School District	Fairview Park City Schools	Lakota Local Schools (Sandusky)
Berea City Schools	Cloverleaf Local Schools	Findlay City Schools	Liberty-Benton Local Schools
Berkshire Local School District	Clyde-Green Springs Schools	Firelands Local Schools	Liberty Local Schools (Trumbull)
Black River Local Schools	Columbia Local Schools	Fremont City Schools	Lisbon Ex Village Schools
Bloomfield-Mespo Local Schools	Columbiana County Career & Technical Center	Frontier Local Schools	Lorain City Schools
Boardman Local Schools	Conneaut Area City Schools	Garfield Heights City Schools	Lorain County Board of DD (Murray Ridge Center)
Brecksville-Broadview Heights City Schools	Copley-Fairlawn City Schools	Geauga County Board of DD	Lorain County JVS
Brookfield Local Schools	Cory-Rawson Local School District	Geneva Area City Schools	Lordstown Local Schools
Brooklyn City Schools		Genoa Area Local School District	Lowellville Local Schools
Brunswick City Schools		Gibsonburg Ex. Village Schools	Madison Local Schools (Lake)
Bryan City Schools		Girard City Schools	Madison Local Schools (Richland)
Buckeye Local Schools (Ashtabula)		Grand Valley Local Schools	Mahoning County Board of DD
		Green Local Schools (Summit)	Mahoning County Career and Tech Center
			Mahoning County ESC
			Manchester Local Schools (Summit)
			Mansfield City Schools

Maple Heights City Schools	Penta Career Center	Springfield City Schools (Clark)	Western Reserve Local Schools (Mahoning)
Mapleton Local Schools	Perkins Local Schools	Springfield Local Schools (Lucas)	West Geauga Local Schools
Maplewood Career Center	Perry Local Schools (Lake)	Springfield Local Schools (Mahoning)	West Holmes Local School District
Margaretta Local Schools	Perrysburg Ex. Village Schools	Springfield Local Schools (Summit)	Westlake City Schools
Mathews Local Schools	Pettisville Local Schools	St. Angela Merici School	Wickliffe City Schools
Mayfield City Schools	Pike-Delta-York Local Schools	St. Bernadette	Willard City Schools
McComb Local Schools	Poland Local Schools	Stow-Munroe Falls City Schools	Willoughby-Eastlake City Schools
Medina City Schools	Polaris Career Center	Streetsboro City Schools	Wood County ESC
Medina County Board of DD/Windfall School	Portage County Board of DD	Strongsville City Schools	Woodmore Local Schools
Medina County Career Center	Port Clinton City Schools	Struthers City Schools	Woodridge Local Schools
Mentor Public Schools	Positive Education Program (PEP)	Sts. Joseph & John Interparochial School	Wooster City Schools
Mid-Ohio ESC	Pymatuning Valley Local Schools	Summit County Developmental Disabilities Board (Summit DD)	Youngstown City Schools
Midview Local Schools	Ravenna City Schools	Swanton Local Schools	
Mogadore Local Schools	Revere Local Schools	Tallmadge City Schools	
Monroeville Local Schools	Richmond Heights Local Schools	Tiffin City Schools	
New London Local Schools	Rittman Exempted Village Schools	Triway Local Schools	
Newton Falls Ex Vill Schools	Riverdale Local Schools	Trumbull Career & Technical Center	
Nordonia Hills City Schools	Riverside Local Schools (Lake)	Trumbull County Board of DD - Fairhaven School	
North Baltimore Local Schools	River Valley Local School District	Trumbull County ESC	
North Central Ohio ESC	Rocky River City Schools	Twinsburg City School District	
North Olmsted City Schools	Rootstown Local Schools	Urban Community School	
North Point ESC	Rossford Ex. Village Schools	Vanguard-Sentinel Career & Technology Center	
North Ridgeville City Schools	Sandusky City Schools	Vermilion Local Schools	
North Royalton City Schools	Sebring Local Schools	Wadsworth City Schools	
Northwest Ohio ESC	Shaker Heights City Schools	Warren City Schools	
Northwood Local Schools	Sheffield-Sheffield Lake City Schools	Warrensville Heights City Schools	
Norton City Schools	Solon City Schools	Washington Local Schools	
Norwalk City School District	South Central Local Schools	Waterloo Local Schools	
Oberlin City Schools	Southeast Local Schools (Portage)	Wauseon Ex Village Schools	
Olmsted Falls City Schools	South Euclid-Lynd. City Schools	Wayne County Schools Career Center	
Orange City Schools	South Range Local Schools	Weathersfield Local Schools	
Oregon City Schools	Southwest Licking Local Schools	Wellington Ex. Village Schools	
Orrville City Schools		West Branch Local Schools	
Otsego Local Schools		Western Reserve Local Schools (Huron)	
Ottawa-Glandorf Local Schools			
Ottawa Hills Local Schools			
Painesville City Local Schools			
Pandora-Gilboa Local Schools			
Parma City Schools			

OHIO SCHOOLS COUNCIL

WASTE & RECYCLING SERVICES

July 1, 2021 - June 30, 2024

BIDDING OPTIONS

Our bid will be for:

WASTE MANAGEMENT		
COUNTY	WASTE PICK UP	RECYCLING PICK UP
Clark	YES	YES
Cuyahoga	YES	YES
Erie	YES	NO BID
Geauga	YES	YES
Hancock	YES	NO BID
Huron	YES	YES
Lake	YES	YES
Licking	YES	YES
Lorain	YES	YES
Lucas	YES	YES
Mahoning	YES	YES
Medina	YES	YES
Ottawa	YES	YES
Portage	YES	YES
Richland	NO BID	NO
Summit	YES	YES
Trumbull	YES	YES
Wayne	YES	NO
Wood	YES	NO

We are also able to serve the following additional counties:

COUNTY	WASTE PICK UP	RECYCLING PICK UP
Allen	YES	YES
Ashland	YES	YES
Ashtabula	YES	YES
Columbiana	YES	YES
Crawford	NO	NO
Defiance	NO	NO
Fulton	NO	NO
Jefferson	NO	NO
Logan	NO	NO
Marion	NO	NO
Sandusky	NO	NO
Seneca	YES	NO
Stark	YES	YES
Washington	NO	NO

Our bid will be for:

REPUBLIC SERVICES		
COUNTY	WASTE PICK UP	RECYCLING PICK UP
Clark	X	X
Cuyahoga	X	X
Erie	X	X
Geauga		
Hancock		
Huron	X	X
Lake		
Licking	X	X
Lorain	X	X
Lucas	X	X
Mahoning	X	X
Medina	X	X
Ottawa	X	X
Portage	X	X
Richland		
Summit	X	X
Trumbull	X	X
Wayne		
Wood	X	X

We are also able to serve the following additional counties:

COUNTY	WASTE PICK UP	RECYCLING PICK UP
Allen	X	X
Ashland		
Ashtabula		
Columbiana		
Crawford		
Defiance		
Fulton		
Jefferson		
Logan	X	X
Marion	X	X
Sandusky	X	X
Seneca		
Stark	X	X
Washington		

BASE BID

Having carefully read the specification and contract documents, the above-signed shall provide the services in strict accordance to specification.

Waste Collection Unit Costs:	Clark County Waste Mgt.	Cuyahoga County Waste Mgt.	Erie County Waste Mgt.	Geauga County Waste Mgt.	Hancock County Waste Mgt.	Huron County Waste Mgt.	Lake County Waste Mgt.	Licking County Waste Mgt.	Lorain County Republic Services	Lucas County Waste Mgt.	Mahoning County Waste Mgt.	Medina County Waste Mgt.
Cost per yard (non-compacted)	\$2.40	\$2.45	\$3.75	\$2.35	\$2.60	\$2.70	\$2.10	\$2.00	\$2.42	\$2.40	\$2.28	\$3.00
Cost per yard (compacted)	\$7.20	\$7.35	\$11.25	\$7.05	\$7.80	\$8.10	\$6.30	\$6.00	\$7.06	\$7.20	\$6.84	\$9.00
Roll-off containers cost per yard (construction material)									\$14.50			
Roll-off containers cost per ton (rubbish)	\$225.00/ haul + \$50.00/ ton	\$160.00/ haul+ \$46.00/ ton		\$190.00/ haul+ \$50.00/ ton			\$210.00/ haul+ \$32.00/ ton		\$196.00/ haul \$50.40/ ton		\$145.00/ haul+ \$33.00/ ton	\$190.00/ haul+ \$45.00/ ton
Additional Costs - only if required by owner:												
Surcharge for extra call-outs (per yard)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Surcharge for extra call-outs (per call-out)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$ 80.00	\$100.00	\$100.00	\$100.00
Cardboard, Only, Recycling Unit Costs:												
Cost per yard (non-compacted)									\$2.37	\$2.35		
Cost per yard (compacted)									\$4.11	\$7.05		
Co-mingling Recycling Unit Costs: (i.e. glass, plastic, aluminum, etc. co-mingled in recycling container)												
Cost per yard (non-compacted)	\$2.35	\$2.35	NO BID	\$2.35		\$2.35	\$2.35	\$2.35	\$2.69		\$2.35	\$2.35
Cost per yard (compacted)	\$7.05	\$7.05		\$7.05		\$7.05	\$7.05	\$7.05	\$4.65		\$7.05	\$7.05

BASE BID

Having carefully read the specification and contract documents, the above-signed shall provide the services in strict accordance to specification.

Waste Collection Unit Costs:	Ottawa County Waste Mgt.	Portage County Waste Mgt.	Richland County	Summit County Waste Mgt.	Triumbull County Waste Mgt.	Wayne County Waste Mgt.	Wood County Waste Mgt.
Cost per yard (non-compacted)	\$2.30	\$2.30	No bid	\$2.05	\$2.40	\$2.40	\$3.00
Cost per yard (compacted)	\$6.90	\$6.90	No bid	\$6.15	\$7.20	\$7.20	\$9.00
Roll-off containers cost per yard (construction material)							
Roll-off containers cost per ton (rubbish)						\$265.00/ haul+ \$28.00/ ton	
Additional Costs - only if required by owner:							
Surcharge for extra call-outs (per yard)	N/A	N/A		N/A	N/A	N/A	N/A
Surcharge for extra call-outs (per call-out)	\$100.00	\$100.00		\$100.00	\$100.00	\$100.00	\$100.00
Cardboard, Only, Recycling Unit Costs:							
Cost per yard (non-compacted)							
Cost per yard (compacted)							
Co-mingling Recycling Unit Costs: (i.e. glass, plastic, aluminum, etc. co-mingled in recycling container)							
Cost per yard (non-compacted)	\$2.35	\$2.35		\$2.35	\$2.35		
Cost per yard (compacted)	\$7.05	\$7.05		\$7.05	\$7.05		

WASTE MANAGEMENT:

Material included in Co-Mingling Recycling cost _____ Please see attached _____

Please explain or attach your procedure for pick up and handling, including separation, of recyclable material from school sites and any district requirements:

Equipment And Containers To Be Used. Please check:

Rear load _____
Front load XX _____
Side load _____ (Districts requested option of side load containers; less workers' compensation claims.)

Additional cost, if any, for Rear load \$ _____ Front load \$ _____ Side load \$ _____
Same cost for all? _____

Other Information:

Which landfill(s) will be used? American Landfill, Geneva Landfill, and Evergreen Stony Hollow Landfill

Collection Restrictions: _____

Value Added Services:

1. Please describe any value added services your company provides to its customers for education, resources, materials, waste audits, etc. Please attach any supporting documentation. _____ Please see attached information on our Recycle Right education program _____
2. Do you offer chemical/hazardous material removal? _____

ALTERNATE PROPOSAL

Light Bulb Recycling: Please provide information on the separate Light Bulb Recycling Proposal Form regarding your light bulb recycling program. This information will not be considered a basis for awarding the waste hauling contract. Please see the following attachment on Light Bulb Recycling.

ALTERNATE PROPOSAL

Please provide a description of your program that includes pricing and service. This information will not be considered a basis for awarding the waste hauling contract. You may use a separate sheet attached to describe your program.

[illegible]

ALTERNATE PROPOSAL

Please provide a description of your program that includes pricing and service. This information will not be considered a basis for awarding the waste hauling contract. You may use a separate sheet attached to describe your

[illegible]

REPUBLIC SERVICES:

Material included in Co-Mingling Recycling cost _____ Plastics #1-7, Bi-metal Cans, Office Paper, OCC, Newspaper, Magazines _____

Please explain or attach your procedure for pick up and handling, including separation, of recyclable material from school sites and any district requirements:

_____ All recycling must be free from organic materials and should be disposed of loose, with possibility of clear bags in certain markets. _____

Equipment And Containers To Be Used. Please check:

Rear load _____

Front load _____ XX _____

Side load _____ (Districts requested option of side load containers; less workers' compensation claims.)

Additional cost, if any, for Rear load \$ _____ Front load \$ _____ Side load \$ _____

Same cost for all? _____

Other Information:

Which landfill(s) will be used? _____ Lorain Landfill-Oberlin, OH; County Wide Landfill-East Sparta, OH; Cherokee Run Landfill-Bellefontaine, OH; Pine Grove Regional Facility-Amanda, OH; Carbon Limestone Landfill LLC-Lowellville, OH; Port Clinton Landfill-Port Clinton, OH; Vienna Junction-Erie, MI; Erie County Landfill-Milan, OH; Huron County Landfill-Williard, OH _____

Collection Restrictions: _____

Value Added Services:

1. Please describe any value added services your company provides to its customers for education, resources, materials, waste audits, etc. Please attach any supporting documentation. _____ Dedicated account managers per district, landfill & recycling tours as well as training and recycling education for staff & students. _____

Do you offer chemical/hazardous material removal? _____ NO _____

ALTERNATE PROPOSAL

Light Bulb Recycling: Please provide information on the separate Light Bulb Recycling Proposal Form regarding your light bulb recycling program. This information will not be considered a basis for awarding the waste hauling contract.

ALTERNATE PROPOSAL

***Bulb & Battery Recycling Options Available Upon Request, Assessments & Proposals Generated Based On Needs. See Attached Collateral.**

Please provide a description of your program that includes pricing and service. This information will not be considered a basis for awarding the waste hauling contract. You may use a separate sheet attached to describe your program.

[illegible]

ALTERNATE PROPOSAL

Vendors:

Please provide a description of your program that includes pricing and service. This information will not be considered a basis for awarding the waste hauling contract. You may use a separate sheet attached to describe your program.

[illegible]

SPECIFICATIONS

1. COMPETENCY OF BIDDER

The opening and reading of the Proposal **shall not** be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The Ohio Schools Council (OSC) reserves the right to determine the competency and responsibility of a Bidder from its knowledge of the Bidder's qualifications from other sources.

Bid specifications will be provided in paper and electronic format and must be returned both in hard copy and electronically. The hard copy of the bid shall serve as the official document. All bids shall be made on the forms provided by the Ohio Schools Council without modification. Vendor's bid documents in paper format must be returned to Ohio Schools Council, 6393 Oak Tree Blvd., #377, Independence, Ohio 44131 on or before Wednesday, April 28, 2021 at 10:00 a.m. EST. Vendor's electronic bid documents must be returned to Ohio Schools Council, c/o krocco@osconline.org on or before Wednesday, April 28, 2021 at 10:00 a.m. EST.

NOTE: All bidders shall include in their bid:

- A certified letter from the permit holder of each EPA approved sanitary landfill operator where the Bidder intends to dispose of the solid waste refuse for the OSC Member Districts that states you are licensed to dispose at their facility.
- The Bidder shall also provide a Hold Harmless letter regarding the final disposal of the OSC Member Schools.

The OSC shall require **submission with the Proposal** of certified supporting data regarding the qualifications of the Bidder in order to determine whether he/she is a qualified, responsible Bidder. The Bidder will be required to furnish with the proposal the following information sworn to under oath by him/her:

- A. A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division of financial statements is not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- B. The statement required by Section 5719.042 of the Ohio Revised Code (delinquent personal property taxes) to the Ohio Schools Council. This statement shall be considered a part of the contract between the parties.
- C. Evidence that the Bidder is in good standing in the State of Ohio, and in the case of corporation organized under the laws of any other State, evidence that the Bidder is licensed to do business in the State of Ohio, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.
- D. Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
- E. Evidence, in the form and substance satisfactory to the OSC that Bidder possesses as an ongoing concern of the managerial and financial capacities to perform all phases of work as called for in the Contract Documents.

- F. A statement that they will not utilize employees on school property that have been convicted of a crime against a child.
- G. W-9 form.
- H. A signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in the form of the attached.
- I. A signed Certification Regarding Lobbying Affidavit and Disclosure of Lobbying Activities in the forms attached hereto.
- J. A signed Ethical Standards Affidavit attached hereto.
- K. A signed Certification of Compliance – Iran Economic Act in the form of the attached.
- L. A signed Conflict of Interest in the form of the attached.
- M. Bidders must provide a minimum of three (3) references.
- N. Such additional information as will satisfy the OSC that the Bidder is adequately prepared to fulfill the contract.

2. **DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of the bid:

- A. Failure to provide service at a competitive rate for OSC members;
- B. Evidence of collusion among Bidders;
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted;
- D. Default on a previous contract for failure to perform; i.e., Failure to provide the level of service and/or equipment originally agreed upon or specified;
- E. The inability of a bidder to provide front, side and rear load waste haulers may preclude them from being awarded for a county. Once awarded a contract, the Bidder must maintain the style of container (front, side or rear load) throughout the length of the contract, unless a change is requested by the customer;
- F. Additional charges invoiced to members not specifically stated in bid;
- G. Failure to join, or agree to join, the Ohio Schools Council as a Preferred Partner each fiscal year of the contract;
- H. No bidder may withdraw his/her proposal for a period of sixty (60) days after the opening of the bids. The OSC reserves the right to accept or reject any and all bids, in whole or in part, or any combination thereof; or to award a contract to other than the lowest bidder.

3. BASIS OF THE PROPOSAL

Proposal with respect to refuse collection, recycling and disposal are solicited on the basis of rates by county. Proposals will be compared for waste and recycling rates and may be awarded by county and by pick up service separately. It is possible that recycling pickup be awarded to a bidder other than the waste hauler. Bidder shall provide prices on each individual district's Commitment, attached, by location for school in session and school out of session weekly totals, if possible, as indicated in the shaded areas. Recycling costs shall be totaled separately from waste costs. Value Added services will be considered after rates. The Alternate Proposal for light bulb recycling will not be considered as basis for contract.

4. QUANTITIES

The OSC School District Members state that the number of Buildings/Facilities to be initially served under the Contract is approximately **63 members in 16 counties**. Location and container information contained on the attached sheets are provided to the best of OSC's ability. Locations and services may be added or removed at any time during this contract at the rates quoted. Any member of Ohio Schools Council, whether or not included in this Vendor Quote, shall have the opportunity to purchase from the awarded contract at the same price, terms and conditions as if they were included in this Vendor Quote.

5. PRICING

Vendors shall provide their price per yard, price per ton and price per callout for each county and each collection type in the Proposal Form, Base Bid document contained herein. All prices submitted on this form shall include all taxes, fees, surcharges, charges, regulatory compliance, etc. amounts in their cost per yard, cost per ton and price per callout. No other fees shall be assessed to members of Ohio Schools Council under this contract. Pricing may be different for each county, but all customers within a county must be charged the same price per yard, price per ton or price per callout as indicated on the Proposal Form, Base Bid document. The only additional cost acceptable above the price per yard, price per ton or price per callout is for front load or rear load extra charges as indicated on the second page of the Proposal Form, Base Bid.

6. AWARD

The OSC reserves the right to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure of interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to rejection by the Council. The OSC intends that the Contract shall be awarded within a reasonable length of time, following the date that Proposals are publicly opened and read with the effective date of service to be **July 1, 2021**. The successful bidder shall enter into a contract in writing with the OSC within five (5) days after notification of the award covering all matters and things as are, in these specifications and his/her bid, set forth. The successful bidder shall also submit to OSC with the contract the OSC Preferred Partner membership fee in the amount of \$1,000.00 for the 2021-22 fiscal year, and within thirty (30) days of invoice each school year thereafter, for the length of the contract.

7. RULES OF THE OSC

The OSC is hereby authorized to make such rules and regulations for the collection, storage and disposal of rubbish and garbage, as they may believe necessary in the interest of public health, safety and welfare. Such rules and regulations shall have the same force and effect as ordinances when not repugnant thereto or to the Constitution or laws of the State. Such rules shall be posted for three consecutive weeks in the OSC Member Districts Building/Facilities. Any correspondence, questions or requests for proposal documents or request for a change or alteration of the specifications shall be submitted in writing and be directed to Bill Zelei, Executive Director, Ohio Schools Council, 6393 Oak Tree Blvd., #377, Independence, Ohio 44131.

8. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor, and all other items necessary to complete this work in accordance with the Contract Documents.

9. TYPE OF COLLECTION

Dumpsters with plastic tops, pad locks, and labeled **"For School Use Only"** are to be furnished by bidder; refer to the next pages for locations and service. Dumpsters shall be in "like new" condition, which means newly painted with all lids, slide doors, and rollers or wheels in excellent working condition. Where dumpsters or containers are used for recycling, the dumpster or container will be identified with **"Recycling Symbols"**.

- A. Bidder shall provide for pickups per week at each location as indicated on the attached district Commitments. Additionally, Bidder shall provide for (1) extra pickup for each location during the month of September and two (2) extra pickups per location during the month of June during each year of the contract. These extra pickups shall be at the districts' discretion and **NOT** included in your bid prices. Districts must contact Bidder for clarification of changes of seasonal schedules.
- B. Districts may request the style of container that fits their needs.
- C. Districts currently utilizing rear load containers shall have priority for pick up schedules over districts that may want to change to rear load containers.
- D. Bidders shall list any rubbish or recycling restrictions on the Proposal Form.
- E. It is OSC's intention for members contained in this quote, or that may wish to join at a later date, to enter into an annual contract through June 30, 2021 at owner's discretion and contingent upon the appropriation of funds sufficient to pay for contract renewal at the beginning of each fiscal year; quotes meeting their needs; and awarded pricing being acceptable to member.
- F. The bidder shall be responsible for compliance with city, village and/or township and county ordinances regarding noise, times and access limitations.

- G. All containers shall be emptied completely of any and all refuse at the scheduled time. Any refuse spilled or scattered on the pavement shall be removed completely by the bidder. Failure to comply will cause the bidder to submit to the respective Board of Education a validation signed by the building custodian that the proper removal of refuse has been corrected.
- H. All containers must be placed within the area agreed designated and marked by the Board for said container.
- I. Vehicles utilized by the bidder must be equipped with an audible warning device to signal that the vehicle is in reverse gear.
- J. Refuse placed next to the container shall be billed at a separate rate per yard. The building custodian's signature must be obtained to validate the removal.
- K. The Board reserves the right to adjust the container size and removal schedule according to need (i.e. school out of session, winter break, reduction in waste). Extra pickups will be billed at the call-out rate.
- L. For purpose of recycling, the following items can be considered for recycling materials, but not be limited to same: Cardboard, Glass, Aluminum, Plastic, Cans, Wood and Fine Paper. Certain items may be considered for special condition recycling, such as fine paper. Co-Mingling recycling containers shall be those that will collect a combination of recyclable materials without separation.

10. ROUTES OF COLLECTION

The bidder shall establish collection routes and time schedules upon notification of award. Bidder shall submit a map designating the collection routes and times of pick-ups to the Member School District Contact Administrator for his/her approval, which approval shall not be unreasonably withheld, prior to the contract effective date. The School District Contact Administrator can deem appropriate times for pick up due to traffic, etc.

11. WASTE SPILLING OR LEAKING ON STREET

No waste shall be transported in or to the OSC Member Districts in such a manner as to permit any part of such substance to blow, fall, spill or leak upon any street or alley or upon any private or public property. The OSC or its members shall not be responsible or liable if such waste spillage or leakage onto these properties occurs. All clean up required will be the responsibility of bidder and bidder shall incur all costs associated with said cleanup.

12. HOLIDAYS

The following shall be designated holidays for purpose of this contract:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day

Bidder must observe all above-mentioned holidays by suspension of collection service on the holiday, but Bidder has the obligation to provide collection service at least once per week during school year.

13. BIDDER DOCUMENTATION

- A. The bidder shall submit proof that any landfill being utilized has a remaining life of at least three (3) years.
- B. The bidder shall submit evidence of an ongoing pest and rodent control program.
- C. The bidder shall submit the cost of replacement containers outside the scope of the contract.
- D. The bidder shall hold all appropriate licenses and certifications and submit proof of same with the quotation.
- E. **The bidder must submit evidence of at least three (3) years operating experience in the collection and disposal of refuse. A list of customers now being served comparable in size and scope with the School Districts must also be included with your bid as references.**
- F. The bidder shall submit a narrative description of all safety training conducted for its employees.

14. COMPLAINTS

All complaints received by the member school district contact administrator or the OSC Executive Director will be referred directly to the Bidder and shall be given prompt and courteous attention. In case of alleged missed scheduled collections, Bidder shall investigate and if such allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received.

The Bidder shall also provide for adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Bidder.

Proper maintenance of containers shall be the responsibility of Bidder. Any valid complaints regarding the condition of containers shall be addressed immediately to the school district administrator's satisfaction.

All refuse hauled by the Bidder shall be so contained, tied or enclosed that leaking, spilling or blowing shall be prevented.

The Bidder shall maintain an office or such other facilities through which he can be contacted through a non-toll number. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.

15. COMPLIANCE WITH LAWS

The Bidder shall conduct operations under this contract in compliance with all applicable laws of city, village and/or township, county and local Board of Health provided, however, that the General Specifications shall govern the obligations of the Bidder.

16. MEMBER PARTICIPATION

Any member of Ohio Schools Council, whether or not included in this Vendor Quote, shall have the opportunity to purchase from the awarded contract at the same price, terms and conditions as if they were included in this Vendor Quote.

17. CHANGE OF SERVICE

As needs evolve in school districts, it may be necessary for pickup service or containers to be modified throughout the contract. The awarded bidder shall not withhold such change.

18. NON-DISCRIMINATION

The Bidder shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, and handicap. If found to be in violation of this section, the OSC reserves the right to reject the proposal.

19. EQUAL EMPLOYMENT OPPORTUNITY

To the extent applicable, the successful vendor must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

21. DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. All responding vendors must submit a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in the form of the attached

22. CERTIFICATION REGARDING LOBBYING

Each Respondent submitting a proposal shall execute and deliver a Certification Regarding Lobbying affidavit in the form attached hereto. Failure to submit such lobbying certification shall be grounds to reject a proposal as non-responsive.

23. INDEMNITY

The Bidder will indemnify, save harmless, and exempt the OSC and all OSC Members, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Bidder, its officers, agents, servants, and employees; with the exception that the Bidder's damages, costs, expenses and attorneys' fees arise out of a willful or negligent act or omission of the OSC and all OSC Members.

24. LICENSE AND PERMITS

The Bidder shall obtain all necessary licenses and permits at its own expense.

25. TERM

The Contract shall be for a three-year (3) period beginning upon the execution of the Contract **July 1, 2021** and ending **June 30, 2024**.

26. INSURANCE

The Bidder shall, at all times during the Contract, maintain in full force and effect Workers' Compensation, Personal Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 18. All insurance shall be with insurers and for policy limits acceptable to the OSC. The Bidder agrees to furnish the OSC certificates of insurance, including Workers' Compensation certificates and policy information, or other evidence satisfactory to the OSC to the effect that such insurance has been procured and in force on an annual basis during the term of the contract. This evidence shall initially be provided with the contract document and before any service is provided to member districts. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Bidder shall carry the following types of insurance in at least the limit following:

Coverages**Limits of Liability**

Worker's Compensation

Statutory

General Liability:

Combined Single Limits (CSL)

\$2,000,000 aggregate

Automobile Property and Bodily Injury liability

\$1,000,000 CSL

Excess Umbrella liability \$1,000,000 each occurrence

The OSC and all OSC Participating Districts shall be named as an additional named insureds under the aforesaid liability policies. The insurance company representing the bidder shall also be licensed to do business in the State of Ohio and hold a B+ or better rating in accordance with insurance company rating standards A.I. Best.

27. BONDS

All bidders shall, pursuant to Section 3313.46 of the Ohio Revised Code, file with their bid a bid guarantee in the form of either:

1. A Bid Bond for the full amount (100%) of the highest of any base bids plus all additive options submitted by the bidder, issued by a surety company authorized to do business in Ohio, written in favor of the Ohio Schools Council; or
2. A Certified Check on a solvent bank licensed to do business in Ohio equal to 10% of the highest base bid plus all additive options submitted by the bidder, made payable to the Ohio Schools Council, and revocable only at the option of the Ohio Schools Council.

Such Certified Check shall be returned to the successful bidder upon the filing of a Performance Bond.

The Bid Bond or Certified Check will be retained by the OSC as a guarantee that, if the bid is accepted, a binding contract will be entered in accordance with the bid and the performance of the bid secured, including required warranties as noted herein.

If for any reason other than those specified by law, the successful bidder fails to enter into a binding contract with the Ohio Schools Council and the contract is awarded to the next lowest bidder, the bidder and/or the surety on the Bid Bond will be liable to the Ohio Schools Council for the difference between the bid and that of the next lowest bidder or for a penal sum of up to 10% of the amount of the Bid Bond or Certified Check, whichever is less.

If for any reason other than those specified by law, the successful bidder fails to enter into a binding contract with the Ohio Schools Council and the contract is not awarded to the next lowest bidder but is resubmitted for bidding, the bidder and/or the surety on the Bid Bond are liable to the Ohio Schools Council for a penal sum of up to 10% of the amount of the bid or for all costs associated with resubmission of the bid, whichever is less.

The OSC will retain all bid guarantees until a contract is executed with the lowest responsible bidder or re-submitted for bid. Bid guarantees shall be returned to unsuccessful bidders immediately after a contract is executed or ninety (90) days after bids are opened if no contract is executed.

A. Performance Bond

- (1) The Bidder will be required to furnish a corporate surety bond as security for the performance of this Contract. Said surety bond must be in the amount of 100% of the amount of the Contract, and may provide reproduction therein annually over the term of the Contract.
- (2) Premium for the bond described above shall be paid by the Bidder. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (3) The surety on the bond shall be duly authorized with a corporate surety company authorized to do business in the State of Ohio.

B. Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond certified and effective date copy of their power of attorney.

28. BILLINGS TO THE OSC MEMBERS

- A. For collection, recycling and disposal services required to be performed, the charges shall not exceed the rates fixed by the Contract Documents.
- B. The waste and recycling collection provided by paragraph (A) above shall include all disposal, recycling and related costs, including any land fill costs and/or increases that may occur during the contract year.
- C. The Bidder shall bill the OSC Members for services rendered within ten (10) days following the end of the month of service and the Board shall pay the Bidder on or before the 30th day of the month unless otherwise specified by the District. Such billings and payments shall be based on the price rates and schedules set forth in the contract Documents and shall not include any additional fees not specified in Bidder's bid.

29. TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this contract shall be made in whole or in part by the Bidder without the express prior written consent of the OSC, which consent shall not be reasonably withheld. In the event of any assignment, the assignee shall assume all liability of the Bidder.

30. PREFERRED PARTNER

Each awarded vendor shall join the Ohio Schools Council as a Preferred Partner on an annual basis during the length of the Agreement. The Preferred Partner fee for the 2020-21 school year is \$1,000.00 and shall be submitted with the signed Agreement with Ohio Schools Council. Payments are invoiced and due and owing each July 1 thereafter.



Plain Dealer
LEGAL AFFIDAVIT

AD#: 0009922155

State of Ohio,) ss
County of Cuyahoga)

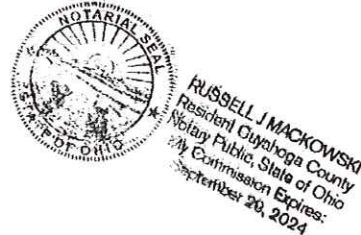
George Halarewicz being duly sworn, deposes that he/she is principal clerk of Advance Ohio; that Plain Dealer is a public newspaper published in the city of Cleveland, with general circulation in Cuyahoga, Ashtabula, Geauga, Lake, Lorain, Medina, Portage, Summit and Trumbull counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Plain Dealer 03/26/2021


Principal Clerk of the Publisher

Sworn to and subscribed before me this 27th day of March 2021


Notary Public



OHIO SCHOOLS COUNCIL
Cooperative Waste & Recycling Program
Legal Notice

PO 03/27/20, 0001 9922155

SEALED PROPOSALS will be received by the Ohio Schools Council (OSC), Cuyahoga County, State of Ohio, at the office of the Executive Director until 10:00 a.m., EST on Wednesday, April 28, 2021, and a public opening thereafter via Zoom, for PICK-UP, REMOVAL and RECYCLING OF SOLID WASTE for OSC Member Public School Districts, Government Entities and Private Schools as listed in the specifications. Electronic proposals will be received until 10:00 a.m. EST on Wednesday, April 28, 2021 by krocco@osconline.org.

Copies of said specifications are located and available for download on the website of the Ohio Schools Council at www.osconline.org under "Legal Notices".

The envelope containing the hard copy Proposal shall be marked "Proposal for Pick-up, Removal, and Recycling of Solid Waste". Proposal must contain the name of every person, firm or corporation interested therein and shall be accompanied by:

1. A certified check on a solvent bank in the amount not less than ten percent (10%) of the highest of any base bids plus all additive alternates; or

2. A bid bond of one hundred percent (100%) of highest of any base bids plus all additive alternates submitted by the bidder drawn in favor of the Ohio Schools Council.

The certified check, or bid bond, submitted shall be held as a guarantee that if the proposal were accepted, a contract shall be entered into and the performance thereof properly secured. Prices shall exclude excise and sales tax. The successful bidder shall enter into a contract in writing with the OSC within five (5) days after notification of the award covering all matters and things as are, in these specifications and his/her bid, set forth.

The OSC will retain the bid guarantee of the two (2) lowest bidders until and after the contract has been entered into and secured by a performance bond of one hundred percent (100%) of the amount of the contract, with a surety of the faithful performance of work. No bidder may withdraw his/her proposal for a period of sixty (60) days after the opening of the bids. The OSC reserves the right to accept or reject any and all bids, in whole or in part, or any combination thereof; or to award a contract to other than the lowest bidder.

The OSC is an Equal Opportunity Employer. All contractors are to comply with the Equal Opportunity Employment guidelines. By order of the OSC, Cuyahoga County, Ohio.

Ohio Schools Council
William J. Zeel, Executive Director

THE BLADE

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I, Sandy Rockwell, being first duly sworn, make oath and say that I am an Advertising Clerk in the employ of The TOLEDO BLADE CO., the publishers of THE BLADE, that I personally know the facts herein stated, that said BLADE is a daily newspaper printed, and of general circulation in excess of 15,000, in said County, and in said State, and that the notice of which the below is a true copy of the text, was published in said Daily BLADE according to the above run schedule.

Subscribed in my presence and sworn to before me this 2nd day of Apr., A.D. 2021.

Connie Paul
Notary Public, State of Ohio



CONNIE J. PAUL
Notary Public, State of Ohio
My Commission Expires 02-26-2022

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Ohio Schools Council
William J. Zetel, Executive Director
#597067

