REQUEST FOR PROPOSAL

for

SOLID WASTE COLLECTION AND DISPOSAL SERVICES

Issued by:

Pickerington Local Schools 90 N East Street Pickerington, Ohio 43147

May 15, 2023

PROPOSALS DUE: May 31, 2023 before 3 p.m., local time

DELIVER TO: Rob Weinheimer, Business Manager
Pickerington Local Schools
90 N East Street
Pickerington, Ohio 43147

TABLE OF CONTENTS

- Invitation and Instructions for Submitting a Proposal
- Proposal Form
- Qualifications and Financial Statement
- Waste Collection and Disposal Services Agreement
 - o Exhibit A: Definitions
 - o Exhibit B: PLSD Facilities and Required Collections
- Performance Bond
- Notice of Award

INVITATION AND INSTRUCTIONS FOR SUBMITTING A PROPOSAL FOR SOLID WASTE COLLECTION & DISPOSAL SERVICES

Your company is invited to submit a proposal to provide solid waste collection and disposal services for Pickerington Local School District as outlined in this Request for Proposals for Solid Waste Collection & Disposal Services (RFP).

1. VENDOR'S REPRESENTATIONS AND WARRANTIES

- a. By submitting a Proposal for Solid Waste Collection & Disposal Services (Collection & Disposal Services), Vendor represents and warrants to Pickerington Local Schools (Owner or PLSD) that:
 - (1) Vendor has read and understands the RFP and all documents included in the RFP, and the Proposal is made in accordance with the information included in the RFP.
 - (2) Vendor, prior to submitting a Proposal, has: (a) examined the RFP thoroughly, (b) become familiar with the PLSD Facilities and local conditions that may in any manner affect cost, progress or performance of Collection & Disposal Services, (c) studied and carefully correlated Vendor's observations with the RFP, and (d) familiarized itself and will provide the Collection & Disposal Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of Collection & Disposal Services.
- b. By submitting a Proposal, Vendor represents and warrants that in the hiring and supervision of employees for performance of Collection & Disposal Services its agents and subcontractors will not discriminate, by reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any such person or employee.
- c. By submitting a Proposal, Vendor agrees that the Proposal amount will not be increased during the Term of the Agreement or the Renewal of the Agreement, except as permitted in the Agreement included in this RFP.

2. PROPOSAL DOCUMENTS

- a. The following documents are included in this RFP (Proposal Documents):
 - Invitation and Instructions for Submitting a Proposal
 - Proposal Form
 - Qualifications and Financial Statement
 - Collection & Disposal Agreement
 - o EXHIBIT A: Definitions
 - o EXHIBIT B: PLSD Facilities and Required Collections
 - Performance Bond
 - Notice of Award

The RFP may be viewed during normal District hours at the Office of the Business Manager, Pickerington Local Schools, 90 N East Street, Pickerington, Ohio. Additional copies of the RFP may be obtained electronically upon request to Barbara Weaver (Telephone: 614.833-3074;

email: Barbara_Weaver@plsd.us).

- b. Use a complete RFP to prepare a Proposal; neither PLSD nor any consultants employed by PLSD in preparing the RFP assume any responsibility for errors or misinterpretations resulting from the use of an incomplete RFP.
- c. PLSD and its consultants, in making the RFP available on the above terms, do so only for the purpose of obtaining Proposals for Collection & Disposal Services and do not confer a license or grant for any other use.
- d. There will be no meeting at PLSD about the Collection & Disposal Services. PLSD believes that all information needed to prepare a proposal for the requested services is included in this RFP. Address all requests for an interpretation of the RFP to Rob Weinheimer. Any interpretations and supplemental instructions will be in the form of written addenda to the RFP, which, if issued, will be electronically transmitted via email to all prospective Vendors. Failure of any Vendor to receive any such addendum or interpretation will not relieve the Vendor from any obligation under its Proposal as submitted. All addenda so issued will become part of the RFP, and will be available for inspection at the Office of the Business Manager for Pickerington Local School District.
- e. The capitalized terms used throughout the RFP are defined in Exhibit A (Definitions) to the Collection & Disposal Services Agreement, which is included in the RFP and will be part of the contract awarded for Collection & Disposal Services.

3. PROPOSAL PROCEDURE

- Qualified Vendors are invited to submit price proposals for the collection, transportation, delivery and disposal of Acceptable Solid Waste collected from PLSD Facilities (Collection and Disposal).
- b. Provide price proposals for a 2-year Agreement, with two (2) 1-year renewal options.
- c. Complete the Proposal Form included in the RFP and submit it in a sealed envelope addressed to Rob Weinheimer, Business Manager, Pickerington Local School District, 90 N East Street, Pickerington, OH 43147, with the Vendor's name and address in the upper left-hand corner and clearly labeled "PROPOSAL FOR COLLECTION AND DISPOSAL SERVICES".
- d. Complete all blank spaces on the Proposal Form for requested pricing in ink or typewritten, and submit the Proposal Form with all required supporting documentation. Type or print all names on the signature lines.
- e. Proposals by corporations must be executed in the corporate name by the president or a vicepresident (or other corporate officer accompanied by evidence of authority to sign such Proposal) and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature.
- f. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the Proposal must accompany the Proposal. The official address of the

partnership must be shown below the signature.

- g. Include a Qualifications and Financial Statement describing in detail (1) the experience of the Vendor in performing work similar to the Collection & Disposal Services requested by this RFP; (2) management employees who will perform the services; and (3) business and bank credit references that can fairly represent the experience and financial condition of the Vendor. PLSD reserves the right to request additional information with respect to the qualifications and financial condition of the Vendors and their personnel, which must be provided to PLSD in writing within 5 days of any such request.
- h. Each corporate Vendor must submit evidence of good standing in the Vendor's state of incorporation and that the Vendor is qualified to conduct business in the State of Ohio. If the Vendor is not qualified to conduct business in the State of Ohio, the Vendor must represent and warrant to PLSD that Vendor will take all necessary steps to qualify to conduct business in Ohio if Vendor is awarded the contract.
- i. Submit 1 complete copy of the Proposal, containing original signatures, price entries and other required information, and with all attachments and certificates required by the RFP.

4. PROPOSAL TERMS

- a. PLSD reserves the right to (1) reject any and all Proposals and/or any part(s) of any Proposal; (2) to waive any informalities or irregularities in a Proposal; (3) request additional information from any Vendor, including but not limited to information to supplement or complete the Proposal Form; and (4) not consider any Proposal not prepared and submitted in accordance as described in these Instructions. Any Proposal received after the time and date specified will be considered only in PLSD's sole discretion. PLSD may terminate the proposal process at any time and may conduct a new solicitation process if it determines to reject all Proposals received.
- b. Each Vendor must disclose any and all exceptions and provide substitute or revised language for any such exception for consideration by PLSD.
- c. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the scheduled time for receipt of Proposals.
- d. No Proposal will be accepted from, or Agreement awarded to any person, firm or corporation that: (1) is in arrears or is in default to PLSD upon any debt or contract; (2) is in default as a surety or otherwise, upon any obligation to PLSD; or (3) has failed to perform faithfully or satisfactorily any previous contract with PLSD. A Proposal may not be considered if the Proposal Form is incomplete or documents listed as part of the submission are not included.
- e. By submitting a Proposal, the Successful Vendor agrees to commence providing the specified services on or before the Commencement Date to be specified in a written Notice of Award, which will be issued by PLSD, and to faithfully perform the duties of the applicable Agreement for a Term of 5 years and for any Renewal Term or contract extension thereafter as to which PLSD exercises its option pursuant to the Collection & Disposal Agreement. The anticipated Commencement Date is July 1, 2023.

5. SUBMISSION OF PROPOSALS

- a. Proposals will be received by PLSD at the Office of the Business Manager, 90 N East Street, Pickerington, Ohio 43147, until 3:00 p.m. local time on May 31, 2023.
- b. The Proposal amount must include:
 - I. Collection & Disposal Services at each PLSD Facility listed in Exhibit B to the Agreement;
 - II. Solid Waste Containers at each PLSD Facility listed in Exhibit B in the sizes listed therein;
 - III. For each collection in excess of those specified in Exhibit B, a per collection price for each container size (in Cubic Yards or CY): 2 CY, 4 CY, 6 CY, 8 CY and 30 yard roll-offs.
 - IV. Pricing for front-loading trucks and rear-loading trucks. PLSD prefers front-loading trucks.
- c. Base pricing stated in the Proposal on the delivery of the Solid Waste to the Disposal Facility. All Proposal prices must include the cost of furnishing all necessary vehicles, equipment, labor, tools, materials, supplies and incidentals for the complete performance of all Collection Services described in the Proposal Documents, and described in the Collection & Disposal Agreement, including all associated Facility Tip Fees and Governmental Fees. PLSD is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. Do not include any such taxes in the Proposal price or prices, whether a Unit Price or lump sum price.
- d. Designate a supervisor responsible for the management and coordination of Collection & Disposal Services on the Proposal Form and attach that individual's resume.
- e. Include the following documents in the Proposal Submittal:

Completed and signed Proposal Form
Completed Qualifications and Financial Statement

6. CONSIDERATION OF PROPOSALS

- a. Proposals submitted will be reviewed in terms of pricing provided and the experience and references of the Vendor submitting the Proposal. An abstract of the Proposal amounts will be made available after Proposals have been opened and tabulated.
- b. All Proposals must remain open for 90 days after the opening, but PLSD may, in its sole discretion; release any Proposal prior to that time.
- c. PLSD may conduct any investigation it deems necessary to assist in the evaluation of any Vendor and the Proposal submitted to establish the responsibility, qualifications and financial ability of

any Vendor, proposed subcontractors and other persons and organizations who will provide the materials or equipment or assist in the delivery of the Collection & Disposal Services. PLSD will not consider the Proposal submitted by any Vendor if PLSD finds that the Vendor is not reliable or otherwise properly qualified to carry out the obligations of the Agreement and to perform the Collection & Disposal Services required for PLSD Facilities.

- d. When PLSD issues a Notice of Award to the Successful Vendor, PLSD will forward the Collection & Disposal Agreement to the Successful Vendor. Within 10 days thereafter, or as otherwise directed by PLSD, the Vendor must sign and deliver to PLSD the specified number of copies (original or electronically, as requested by PLSD). Within 15 days thereafter, PLSD will deliver a fully signed copy of the Agreement to the Successful Vendor.
- e. The contract, if awarded, will be awarded within 90 days after the receipt of Proposals to the Vendor offering the lowest and best proposal for Collection & Disposal Services, as determined by PLSD at its sole discretion. Such award may be extended for an additional 30 days if determined necessary by PLSD. Notwithstanding the provisions contained herein, PLSD reserves the right to negotiate contract terms, inclusive of price, with the Vendor determined to have submitted the lowest and best proposal.
- f. Unless waived by PLSD, the successful Vendor, within 10 days after receiving notice of the award and no later than the date the Agreement is signed, will furnish written notice from its surety that it can provide and maintain for the life of the Agreement, a Performance Bond executed by a duly authorized surety, acceptable to PLSD in all respects, or such other security acceptable to PLSD, in the amount of \$50,000 or 10% of the annual amount of the agreement, whichever is more, as a guarantee that if the Collection & Disposal Agreement is entered into the Collection & Disposal Services will be fully performed.

End of Invitation and Instructions

NO.						

PERFORMANCE BOND

(based on ORC § 153.57)

KNOW ALL PERSONS BY THESE PRESEN	NTS, that we, the undersigned (Vendor), as principal,
	rated in the contract to provide service for one year or, for the payment of which well and truly to be
THE CONDITION OF THE ABOVE OBLIGA principal did on the day of, 20 School District Board of Education, for Collection & E which said contract is made a part of this bond the sa	
be done and performed according to the terms of subcontractors, materialmen, and laborers, for labor forward, performing, or completing of said contract; to be for the benefit of any materialman or laborer having this obligation shall be void; otherwise the same shall	Ily do and perform the things agreed by the Vendor to of said contract; and shall pay all lawful claims of or performed and materials furnished in the carrying we agreeing and assenting that this undertaking shalling a just claim, as well as for the obligee herein; then hall remain in full force and effect; it being expressly by for any and all claims hereunder shall in no event stated.
the terms of the said contract or in or to the plans of	s that no modifications, omissions, or additions in or to or specifications therefore shall in any wise affect the by waive notice of any such modifications, omissions k or to the specifications.
Signed and sealed this day of	, 2023.
(DDINGIBAL)	(OLIDETTO)
(PRINCIPAL)	(SURETY)
By: Printed Name & Title:	By: Printed Name & Title:
	Surety's Address:
	Surety's Tel. Number:
	Surety's Fax Number:
	NAME OF SURETY'S AGENT
	Surety's Agent's Address:

Surety's Agent's Tel. Number:	
Surety's Agent's Fax Number:	
Surety's Agent's Email Address:	

CORPORATE AFFIDAVIT

(To be completed and executed if Vendor is a Corporation.) STATE OF OHIO COUNTY OF _____; ss: _____, being duly sworn, deposes and says that he/she is _____, a Corporation organized and existing under and by virtue Secretary of the _____ of the laws of the State of Ohio, and having its principal office at: Street Address/City/State/Zip Code AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the: Name of Officer/Title Is duly authorized to sign the Agreement for the following: Name of Agreement for said Corporation by virtue of: (State whether a provision of bylaws or resolution by Board. If there is a resolution, give date of adoption.) Signature Sworn to before me and subscribed in my presence this _____ day of _______, 2023. **Notary Public** My Commission Expires:

QUALIFICATIONS AND FINANCIAL STATEMENT

or financial references, experience in supplying tants to be used in providing the services in order skill, and financial standing of the Vendor.

PROPOSAL FORM

By signing and submitting this Proposal Form, Vendor declares that (1) the only persons, company, or parties interested in this Proposal as principals are identified below; (2) Vendor has carefully examined the RFP, including the Collection & Disposal Agreement; (3) Vendor has thoroughly investigated and familiarized itself with the character and subject of the RFP, including the Collection & Disposal Agreement; and (4) if this Proposal is accepted, Vendor will execute the Collection & Disposal Services Agreement included in the RFP, to furnish services to Pickerington Local Schools (PLSD) as described in the RFP, for the following prices:

DESCRIPTION OF SERVICE:

COLLECTION AND DISPOSAL OF SOLID WASTE

THE FOLLOWING PRICES INCLUDE THE TOTAL COST OF COLLECTION, TRANSFER AND DISPOSAL, INCLUDING FACILITY TIP FEES AND GOVERNMENTAL FEES, FOR SOLID WASTE. IF A CONTRACT IS AWARDED, PLSD RESERVES THE RIGHT TO INCREASE OR DECREASE THE NUMBER OF PICK-UPS TO EACH BUILDING AT THE PROPOSAL RATE. PLSD ALSO RETAINS THE RIGHT TO ADD OR REDUCE BUILDINGS AS NECESSARY AT THE PROPOSAL PRICE.

I. REGULAR COLLECTION SERVICE

For Collection Services outlined in Exhibit B for Collection of Acceptable Solid Waste:

Collection Services outlined in Exhibit B (including collection, transportation and disposal of Acceptable Solid Waste).

Time	Cost of Services			
Time	Front-Loading Trucks	Rear-Loading Trucks		
July 1, 2023 – June 30, 2024	\$	\$		
July 1, 2024 – June 30, 2025	\$	\$		
Total for 2-Year Term				

Price, per collection by container size.

	Front-Loading Trucks	Rear-Loading Trucks
Two Cubic Yard Container	\$	\$
Four Cubic Yard Container	\$	\$
Six Cubic Yard Container	\$	\$
Eight Cubic Yard Container	\$	\$

The Term of the Collection & Disposal Agreement will be from July 1, 2023, through June 30, 2025, with the option for PLSD to extend the Agreement for two (2) additional terms of one (1) year.

The Proposal Amount set forth on this Proposal Form, as negotiated and stated in the Collection & Disposal Agreement, may not be increased during the original Term of the Collection & Disposal Agreement. If there is a Governmental Fee during the Term or any Renewal Term of this Agreement

that causes the proposal amount to increase or decrease, Vendor will immediately notify PLSD of the increased or decreased fee costs. PLSD reserves the discretion to consider an increase or decrease to the costs of services during the remaining Term of Agreement. If the Agreement is extended, the prices set forth above may be increased during the Renewal Term of the Collection Agreement by the lesser of the cost of living index for Central Ohio, if available, or two and one-half percent (2.5%) per year.

The Proposal may not be withdrawn until 90 days after the receipt of proposals by PLSD.

The schedule for collection will provide for collections at each PLSD Facility as set forth in Exhibit B.

If the foregoing Proposal is accepted by PLSD as the lowest and best proposal, and the undersigned fails to execute a satisfactory Collection & Disposal Agreement within 10 days from the Notice of Award, then PLSD, at its option, may determine that the undersigned has abandoned its Proposal and thereupon this Proposal will be null and void.

VENDOR INFORMATION:

THE FULL NAME AND RESIDENCE OF ALL PERSONS AND PARTIES INTERESTED AS PRINCIPALS IN THE FOREGOING PROPOSAL ARE AS FOLLOWS:

NAME	ADDRESS		
VENDOR ADDRESS			
TELEPHONE/FAX/EMAIL			
SIGNATURE OF VENDOR			
NAME/TITLE			
DATE	, 2023		

AGREEMENT FOR THE COLLECTION, TRANSPORTATION AND DELIVERY FOR DISPOSAL OF SOLID WASTE GENERATED BY PICKERINGTON LOCAL SCHOOLS

_ · · · · · · · · · · · · · · · · · · ·	ha "Agraciment" or "Collection & Disposal
generated by Pickerington Local Schools ("PLSD") (the	
Agreement") entered into this day of Pickerington Local School District Board of Education	, 2023, is by and between the
Pickerington, Ohio, and	
("Vendor"), a	linsert form of
business], with an office located at	, Onio
REC	ITALS
WHEREAS, PLSD has determined that it is in transportation and delivery for disposal of all Accep	its best interest to arrange for the collection, table Solid Waste it generates; and
WHEREAS, PLSD solicited and received prop the collection, transportation, and delivery for dispo and conditions contained herein; and	oosals from qualified Vendors to provide services for osal of solid waste generated by PLSD on the terms
WHEREAS, PLSD determined that Vendor w awarded the contract to Vendor; and	as the most qualified to provide those services and
WHEREAS, PLSD and Vendor have agreed of Collection Services in conformance with the Reques	n the terms and conditions for the delivery of t for Proposal, which included this Agreement.
NOW THEREFORE, in consideration of the n contained, the parties incorporate the foregoing red	nutual promises, covenants and agreements herein citals and hereby agree as follows:
ARTICLE I –	DEFINITIONS
The capitalized terms used in this Agreement are de incorporated herein by reference.	fined in Exhibit A, which is attached hereto and
ARTICLE II – TERM	S AND AGREEMENT
2.1 Term. The Term of this Agreement is for two (ending on, 2025, subject to app Board of Education. PLSD reserves the right to increbuilding at the proposal rate. PLSD also retains the necessary at the price stated in the Proposal or as o	ropriation by the Pickerington Local School District ease or decrease the number of pickups to each right to add additional or reduce buildings as
	1-year terms upon 90 days advance written notice to equire that Vendor dispose of Acceptable Solid Waste entified by PLSD. Upon renewal, PLSD will furnish

renewal, PLSD reserves the right to remove from Exhibit B any PLSD Facility(ies). PLSD will then reduce

its monthly payment to Vendor by the product of the number of weekly collections from that PLSD Facility identified in Exhibit B multiplied by the per collection price for additional collections as identified in Section II of the Collection Bid Form.

2.3 <u>Independent Contractor</u>. During the term of this Agreement, and on the terms and conditions contained herein, PLSD hereby authorizes Vendor, and Vendor hereby accepts such authorization, on an <u>exclusive</u> basis and as an independent contractor, to collect, transport, and deliver for disposal, on PLSD's behalf, Acceptable Solid waste generated by PLSD.

ARTICLE III – VENDOR'S RESPONSIBILITIES

- **3.1** Collection Schedules for Acceptable Solid Waste. Vendor will provide Collection Services as set forth in Exhibit B. Within ten (10) days after receiving the Notice of Award, Vendor will furnish PLSD, for PLSD's approval, the collection schedule for PLSD Facilities as set forth in Exhibit B.
- **3.2** Weekly Collection Schedule. During the School Year, Collection of Acceptable Solid Waste will be on the same weekly schedule, excluding Saturdays and Sundays, as set forth in the collection schedule provided by Vendor and approved by PLSD as required by Paragraph 3.1. Vendor will not change the day of collection without providing written notice to the Business Manager, Pickerington Local School District, at 90 N East Street, Pickerington, Ohio, at least ten (10) days prior to the collection day that is proposed to be changed and obtaining the approval thereof.
- **3.3** <u>Holidays</u>. Holidays that may be observed by Vendor include New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. If a holiday falls on the designated collection day, the collection day will be the day immediately following the holiday. No pick-ups may be made on Saturday or Sunday without the written authorization of the Business Manager, Pickerington Local Schools, at 90 N East Street, Pickerington, Ohio. If Vendor elects not to observe one of the listed holidays, Vendor must obtain approval at least ten (10) days in advance and must provide written notice of the change to the

Business Manager.

- **3.4** Starting and Ending Time. Collection of Acceptable Solid Waste will occur between 4:30 a.m. until 6:30 a.m. for Pickerington HS Central, Pickerington HS North, Ridgeview JH and Lakeview JH. The remaining building pick-up times will be 4:30 until 8:00 a.m.. It is necessary to have collection pickups before the start of the school day.
- **3.5** Additional Collections. In addition to the Collections required by Paragraph 3.1 of this Agreement, When an additional collection is required, PLSD will notify Vendor's contact person identified as provided in Paragraph 3.13 of the need for additional collection. Vendor will perform that collection on the following business day. Vendor will invoice PLSD at the rate specified on the Proposal Form for each collection.
- **3.6** Roll-Off Collections. In addition to the Collections required by Paragraphs 3.1 and 3.5 of this Agreement. When a roll-off is required, PLSD will notify Vendor's contact person identified as provided in Paragraph 3.13 of the need for the roll-off container. Vendor will deliver a 30 cubic yard Roll-Off Container to the requesting PLSD facility the following Business Day. When a roll-off collection is required, PLSD will notify Vendor's contact person, and Vendor will make the Roll-Off Collection the following Business Day. Failure to make this collection in a timely manner will constitute a missed

collection under Article VII of this Agreement. Vendor will invoice PLSD at the rate specified on the Proposal Form for additional roll-off collections.

- **3.7** School Schedule for 2023 2024 School Year. From July 3, 2023 to June 30, 2024 Collections will occur as stated in Paragraphs 3.1 to 3.6 of this Agreement, except as set forth in Paragraph 3.8 and as follows:
 - **IV.7.1** From December 21, 2023, to January 1, 2024, Winter Recess, Vendor will make Collections as provided in Exhibit B.
 - **IV.7.2** From March 29, 2024, to April 2, 2024, Spring Recess, Vendor will make Collections as provided in Exhibit B.
- **3.8** Summer Collections for 2023 2024 School Year. From July 3, 2023 to August 11, 2023, Vendor will make Collections as provided in Exhibit B.
- **3.9** Collections for Subsequent Years Included in the Initial 2-year Term. For subsequent years included in the initial 2-year term of this Agreement and any renewals, collections will be made as provided in Exhibit B or as otherwise agreed by the parties in writing.
- **3.10** <u>Collection of Large Items Included</u>. Acceptable Solid Waste includes and Vendor will collect larger objects placed next to the collection container. When special handling is required, i.e. two individuals are needed to transport large items, PLSD will notify Vendor and schedule the time and date for collection of the larger item(s). In any event, Vendor will collect large items within seven (7) days of the notice by PLSD.
- **3.11** <u>Transportation and Delivery of Acceptable Solid Waste</u>. Vendor will transport all Acceptable Solid Waste collected as provided in this Agreement to a solid waste landfill.
- **3.12** Standards To Be Liberally Applied In Favor of PLSD. Vendor will not take undue measures to determine compliance with weight or size restrictions, but will act, in good faith, in favor of PLSD.
- **3.13** <u>Vehicles and Equipment</u>. Vendor will furnish all vehicles and equipment necessary to provide all of the services identified in this Agreement, as well as the necessary facilities for the thorough cleaning and maintenance of the vehicles and equipment, and will keep all vehicles and equipment in a clean, sanitary and safe operating condition at all times.
- **3.14** Contractor Contact Supervisor. Vendor will designate, in writing, a supervisor who will be responsible to oversee the overall management and coordination of the services identified in this Agreement and will be the primary point of contact with the Business Manager, Pickerington Local School District, at 90 N East Street, Pickerington, Ohio 43147.
- **3.15** Collection Containers. Vendor will furnish containers for collection of Acceptable Solid Waste on the premises of each PLSD Facility as specified in Exhibit B. Containers are to be metal, lidded, lockable and in good working condition. All Containers will also be clearly marked with Vendor's name. Failure to do so will result in free additional collections from that PLSD Facility until appropriate identification is placed on the Container.
- **3.16 Damage to Containers.** Vendor is responsible for keeping all containers in good working condition.

If any container is damaged, PLSD will notify Vendor, and Vendor will repair the Container within five (5) business days. If Vendor fails to make timely repairs as required by this section, PLSD has the option to require Vendor, to pay \$100.00, which PLSD may deduct from the amount due to Vendor from PLSD's monthly payment to Vendor for the Collection & Disposal Services under this Agreement.

- **3.17** Roll-Off Containers. PLSD will inform Vendor's contact person of the need for a Roll-Off Container at a PLSD Facility. After making the request, Vendor will deliver the Roll-Off Container the next Business Day, unless otherwise requested by PLSD.
- **3.18 Spills.** Any material spilled by Vendor on PLSD property shall be immediately removed and thoroughly cleaned by Vendor.

ARTICLE IV – ADDITIONAL VENDOR RESPONSIBILITIES AND CUSTOMER COMPLAINTS

- **4.1** <u>Conduct of Vendor's Employees.</u> Vendor will perform all services required by this Agreement in compliance with Federal, State, and Local laws, ordinances, rules and regulations. Vendor's employees will conduct themselves in a polite, courteous and helpful manner at all times and refrain from the use of loud or profane language. PLSD may require Vendor to transfer any employee who performs his or her duties in a manner that is unsatisfactory to PLSD.
- **4.2** <u>Vendor's Ability to Communicate with Vehicles in the Field.</u> Vendor must maintain two-way radio or cellular phone service with all vehicles providing Collection & Disposal Services to PLSD so that Vendor's office may communicate with the operators of such vehicles in order to expedite Vendor's response to complaints or other requests from PLSD or from a PLSD Facility.
- **4.3 Performance Bond.** Within ten (10) days after receiving the Notice of Award and no later than signing this Agreement, Vendor will furnish and maintain for the life of this Agreement, a Performance Bond executed by a duly authorized surety, acceptable to PLSD in all respects, or such other security acceptable to PLSD, in the amount of \$50,000.00 or 10% of the amount of the annual payment for services stated on the Proposal Form or as otherwise agreed by the parties in writing, whichever is more.
- **4.4** Compliance with Authority Rules. Vendor will comply with all rules adopted by the Board of Trustees of the Solid Waste Authority of Central Ohio and, if applicable, by the Fairfield County Board of Health.

ARTICLE V – BILLING AND PAYMENT

- **5.1** Price for Collection Services. Vendor will provide Collection & Disposal Services to PLSD during the term of this Agreement for a price as provided on the Proposal Form. This price includes the costs of Collection & Disposal Services as provided on the Proposal Form for the collections set forth in Exhibit B and the cost of additional collections on a per collection basis as provided in Paragraphs 3.5 and 3.6 of this Agreement. Vendor will invoice PLSD for Collections Services on a monthly basis, adjusted for additional collections. There are not to be any additional charges billed by the vendor for what is deemed overfilled trash containers. PLSD is a public entity and can not be held responsible for how the community uses our trash containers or circumstances beyond our control.
- **5.2** <u>Payment to Vendor for Services</u>. PLSD will pay Vendor once each month for Collection & Disposal Services provided by Vendor as provided in this Agreement.

5.3 Deduction from Cost of Cover for Non-Performance from Payments Owed to Vendor. In the event that Vendor misses or fails to collect Acceptable Solid Waste on the PLSD-approved day for collection, from one or more PLSD Facilities, and subsequently fails to make-up or cure that "missed" collection within 24 hours thereafter as provided in Paragraph 7.1, PLSD has the right to obtain substitute collection for the "missed" school location(s) from another service provider. In the event that PLSD obtains substitute collection, PLSD may deduct \$1,000.00 for each "missed" PLSD facility location. This remedy is in addition to any other remedies PLSD may have under this Agreement, including PLSD 's right to terminate this Agreement, and PLSD's exercise, or failure to exercise, this remedy in one instance will not prejudice PLSD's right to exercise this or any other remedy in response to Vendor's failure to perform its obligations under this Agreement.

ARTICLE VI - DATA COLLECTION AND REPORTING

- **6.1** <u>Data Collection and Reporting.</u> Vendor will maintain information and data on the services provided by Vendor during the Term of this Agreement and will compile such information and data and the following records, using forms provided or approved by PLSD or as otherwise mutually agreed upon by PLSD and Vendor.
 - **6.1.1** A record of the number and type of dumpster containers collected by Vendor from PLSD facilities on each regular pickup day;
 - **6.1.2** A record of the total amount, by weight, of Acceptable Solid Waste collected from PLSD as provided in this Agreement that Vendor delivers to the Solid Waste Facility, specified in tons, for each day that such waste is delivered to that facility, and, upon request of PLSD, provide a copy of weight slips, receipts and invoices that Vendor receives from the Solid Waste Facility in connection with such deliveries.
- **6.2** Records to be Provided upon Request. Vendor will prepare the records described in Paragraph 6.1 and provide them to the PLSD Business Manager upon request. In the event that Vendor fails to forward these documents in a timely manner, PLSD has the option to require Vendor to pay \$500 per day for each day that the report is late, payable by a deduction in the amount due to Vendor from PLSD's monthly payment to Vendor for the Collection & Disposal Services under this Agreement.

ARTICLE VII – MISSED COLLECTIONS, BREACH OF CONTRACT, TERMINATION

- **7.1** Missed Collections. PLSD will report any missed collections to Vendor. If reported to Vendor prior to 5:00 PM on the collection day, Vendor will return and make the collections on that day. If reported after 5:00 PM, Vendor will make the missed collections on the next day.
- **7.2** Repeated Missed Collections. In the event Vendor misses a PLSD Facility two or more times in any 90-day period, even if corrected within 24 hours, then PLSD has the option to require Vendor to pay \$500 per facility, per 90-day period, payable by a deduction in the amount due to Vendor from PLSD's monthly payment to Vendor for the Collection & Disposal Services under this Agreement. For the purposes of this section, a missed collection occurs when a complaint is made by PLSD that Vendor has failed to collect the Acceptable Solid Waste from a PLSD facility as required under the terms of this Agreement.

- **7.3** <u>Termination Process</u>. If Vendor does not perform to expectations, the following process may be followed:
 - 1. The PLSD Business & Facilities Manager will contact the vendor to resolve the problem.
 - 2. If performance does not improve to an acceptable level, a formal meeting will be held with a Vendor representative and the PLSD Business Manager or his designee. This meeting may include PLSD legal counsel.
 - 3. If performance does not improve to an acceptable level, remedial action may be taken including, but not limited to, withholding payment of invoices and / or imposing liquidated damages.
 - 4. If performance does not improve to an acceptable level, contract termination will be initiated. Termination may include the following:
 - a. Written Notice, providing an opportunity to cure the defaults identified.
 - b. Notice of Termination for Default.

In the event of termination, Vendor's surety, if any, will be given the opportunity to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, PLSD will take over the work and prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety, Vendor will continue performance of the Collection & Disposal Services hereunder until PLSD obtains a substitute for Vendor.

7.4 Termination for Change of Control of Vendor. The award of this Agreement is based on the ownership and control of Vendor as of the time of the award and such ownership and control is of material significance in such award. If, during the term of this Agreement, Vendor is merged or sold, PLSD may in its sole discretion terminate this Agreement.

ARTICLE VIII – INSURANCE AND INDEMNIFICATION

- **8.1** Commercial General Liability Insurance. Vendor will secure, pay for, and maintain throughout the Term and any Renewal Term of this Agreement, commercial general liability and property damage insurance that will protect Vendor and PLSD, as a named insured, from claims for personal injury and property damage that may arise because of the nature of the work or from performance under this Agreement.
- **8.2** <u>Automobile Liability Insurance</u>. Vendor will secure, pay for and maintain throughout the Term and any Renewal Term of this Agreement, motor vehicle liability and property damage insurance as shall protect Vendor and PLSD, as a named insured, from claims for personal injury or property damage which may arise from the use and operation of motor vehicles and equipment engaged in the various operations and performance under this Agreement.
- **8.3** <u>Insurance Limits</u>. The amount of such liability insurance must be adequate to provide full coverage of not less than \$1,000,000 each occurrence, \$5,000,000 aggregate for bodily injury and \$1,000,000 each occurrence, \$5,000,000 aggregate, for property damage.
- **8.4** <u>Certificates of Insurance</u>. Certificates of Insurance, acceptable to PLSD, must be delivered to PLSD at the time this Agreement is executed. Vendor will provide 30 days prior written notice of any modification or cancellation of coverages, or immediate notice if it receives such notice less than 30

days prior to the modification or cancellation.

- **8.5 PLSD as Named Insured.** PLSD must be an additional named insured on all of the insurance policies required by this Agreement.
- **8.6** <u>Indemnification</u>. Vendor agrees to indemnify and hold harmless PLSD, its officers, agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the work and services under this Agreement, provided that any such claim, damage, loss, or expense:
 - **8.6.1** is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
 - 8.6.2 is caused in whole or in part by any negligent act or omission of Vendor, anyone directly or indirectly employed by Vendor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- **8.7** Environmental Indemnification. Vendor will protect, defend and indemnify PLSD, its employees, agents, officers and consultants (each a "PLSD Indemnitee") against, and hold each PLSD Indemnitee harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any PLSD Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by Vendor's negligence or willful misconduct relating to the Collection & Disposal Services. Any PLSD Indemnitee must promptly notify Vendor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, give Vendor the opportunity to defend such claim, and not settle such claim without the approval of Vendor. This Paragraph 8.7 will survive expiration or earlier termination of this Agreement.
- **8.8** <u>Indemnity Not Limited.</u> In any and all claims against PLSD or any of its agents or employees, by any employee of Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Vendor under workers' compensation acts, disability benefit acts, or other employees benefit acts.
- **8.9** Personal Liability. Nothing herein is to be construed as creating any personal liability on the part of any officers or agents of PLSD.

ARTICLE IX – MISCELLANEOUS

9.1 Proposal Documents. Proposal Documents attached hereto and identified herein are all incorporated by reference and made a part hereof. In the event of any conflict between the Proposal Documents and a provision of this Agreement, this Agreement controls.

- **9.2** Entire Agreement. This Agreement and applicable portions of the Proposal Documents incorporated herein represent the entire agreement of the parties as to its subject matter and supersede all other prior written or oral understandings. This Agreement may be modified or amended only in writing signed by both parties.
- **9.3** Notices. Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to Vendor and to PLSD (attention of the Business Manager), at their respective addresses set forth above. Any change in address must be given in like manner.
- **9.4** <u>Waiver</u>. No waiver, discharge, or renunciation of any claim or right of PLSD or Vendor arising out of a breach of this Agreement by the parties will be effective unless in writing signed by PLSD and Vendor.
- **9.5** Applicable Law & Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Jurisdiction over any claim or question arising under this Agreement, if not resolved by the parties informally or through mediation, lies in the Court of Common Pleas for Fairfield County or other local court with jurisdiction. The parties waive their rights to bring or remove any legal proceeding to a federal court.
- **9.6** <u>Unenforceable Provision</u>. If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.
- **9.7 Binding Effect.** This Agreement will be binding upon and shall insure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that Vendor may not assign this Agreement or any of Vendor's rights or obligations hereunder without the express written consent of PLSD, which consent may be withheld for any reason or for no reason.
- **9.8** Rights of Benefits. Nothing herein is to be construed to give any rights or benefits in this Agreement to anyone other than PLSD and Vendor and all duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of PLSD and Vendor and not for the benefit of any other party.

IN WITNESS WHEREOF, the parties by their duly authorized officers, trustees or partners, have executed this Agreement effective as of the date signed by PLSD below.

Pickerington Local School District Board of Education		[VENDOR]			
Ву:	(Name/Title)				
Date:		Date :			

CERTIFICATE* (ORC Section 5705.41)

The undersigned, Treasurer of the Pickerington Local School District, Fairfield County, Ohio, certifies that the moneys required to meet the obligations of the District during the current fiscal year, under the attached Agreement, have been lawfully appropriated for those purposes and are in the appropriate account of the District, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

Date:	
	John Walsh, Treasurer Pickerington Local School District
	of Available Resources* RC Section 5705.412)
remainder of the current fiscal year and the contract, whichever is longer, the authorizatives, which, when combined with the estimate District at the time of this certification, are to enable the District to maintain all person of an adequate educational program on all	ckerington Local School District has in effect for the e succeeding two fiscal years or term of the attached ation to levy taxes, including the renewal of existing imated revenue from all other sources available to the sufficient to provide the operating revenues necessary nnel, programs, and services essential to the provision of the days set forth in its adopted school calendars of days in the succeeding fiscal years equal to the scheduled for the current fiscal year.
<u> </u>	Board President Pickerington Local School District
	Superintendent Pickerington Local School District
	Treasurer Pickerington Local School District

^{*} Each of these certificates is issued for the current fiscal year of funding. As funds are available for a successive year, a new certificate will be signed and attached in this form or through a Purchase Order issued by the Treasurer for the services to be provided through the attached Agreement.

EXHIBIT A DEFINITIONS

"Acceptable Solid Waste" means that portion of Solid Waste that is generated by PLSD Facilities identified in Exhibit B to the Collection & Disposal Agreement, which is appropriate for delivery to the Solid Waste Facility, but does not include any Separated Recyclable materials, Separated Yard Waste, Automotive Waste, Hazardous Waste, or Unacceptable Waste. If any governmental agency or unit having appropriate jurisdiction determines that substances which are not, as of the date of the request for proposals, considered harmful, toxic, or dangerous, are in fact harmful, toxic or dangerous or are hazardous or harmful to health, then any such substances or materials shall thereupon constitute Hazardous Waste or Unacceptable Waste for purposes of this definition.

"Automotive Waste" means any non-liquid, unwanted and discarded automobile parts weighing in excess of 50 pounds as well as discarded automobile tires.

"Business Day" means Monday through Friday, except for New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.

"Collection & Disposal Agreement" or "Agreement" means the agreement for the collection, transportation and delivery of acceptable solid waste generated by PLSD to the disposal and processing facilities,

"Collection & Disposal Services" means the collection, transportation and delivery to a Facility of Acceptable Solid Waste.

"Commencement Date" means the date on which the contract services are to begin as described in the Collection & Disposal Agreement.

"Financial Statement" means the statement provided by the Vendor as described in the Instructions for Submitting a Proposal containing a statement of the financial condition of the Vendor.

"Hazardous Waste" means any waste which, by reason of its listing, composition or characteristics is a hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendments of 1980) and related federal, state and local laws and regulations, or any additional or substitute federal, state or local laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes, as any of the foregoing is from time-to-time amended or replaced.

"Notice of Award" means formal written notification that a proposal has been accepted and a contract awarded by PLSD.

"Notice to Proceed" means formal written notice from PLSD to the Successful Vendor to begin providing services as provided in the applicable agreement.

"Proposal" means a pricing proposal submitted to PLSD in response to the RFP to submit proposals for applicable Services.

"Pickerington Local Schools" or "PLSD" means the Pickerington Local School District and its Board of Education.

"PLSD Facilities" means those facilities listed in Exhibit B to the Collection & Disposal Agreement.

"Proposal Form" means the form provided by PLSD in the RFP on which all pricing information must be included and submitted to PLSD.

"Proposal Documents" means the Documents prepared and furnished by PLSD in the RFP to be used in the submission of all proposals, as defined in the Instructions for submitting a Proposal.

"Qualifications Statement" means the statement provided by the Vendor as described in the Instructions for submitting a Proposal providing detail on the Vendor's experience in performing work similar to the Collection & Disposal Services described in the Collection & Disposal Agreement and a list of management employees who will manage and oversee the Collection & Disposal Services and any consultants or subcontractors that will perform the services.

"Renewal Term" means an extension of the applicable Agreement for an additional 1-year Term.

"Request for Proposal" or "RFP" means the invitation and instructions for submitting a proposal, including the Proposal Documents, issued to selected vendors to provide the Solid Waste Collection and Disposal Services described in the RFP.

"Solid Waste" means non-liquid wastes, ashes, cinders, rags, wastepaper, wood and paper boxes, bricks, concrete, dirt, rocks, sand, gravel, remodeling materials, junk, as well as larger household objects such as furniture, non-freon appliances, carpet and padding, mattresses, and box springs, and such other unwanted solid or semisolid material that is not harmful or inimical to public health which is generated by a household or PLSD Facility. "Solid Waste" does not include the following: materials generated by a home-operated business; Hazardous Waste; infectious waste; car, tractor and boat batteries; scrap tires; or Automotive Waste weighing more than 50 pounds.

"Successful Vendor" or "Vendor" means the Vendor selected by PLSD and determined to be Vendor that submitted the lowest and best proposal and is qualified to provide the Solid Waste Collection and Disposal Services.

"Term" means the duration of the Agreement, beginning with the initial 3-year term and any subsequent 1-year renewals exercised by PLSD.

"Unacceptable Waste" means that portion of Solid Waste that is not permitted by Federal or State law, or by regulations of the Solid Waste Authority of Central Ohio, to be delivered or disposed of at the Designated Solid Waste Facility; medical waste; foundry sand; asbestos, sealed drums/barrels; motor vehicles, marine vessels, agricultural machinery, other types of machinery, and large parts thereof; and liquid wastes, unless the foregoing Unacceptable Waste is delivered in minimal quantities and concentrations as part of normal collections, in which case it shall constitute Acceptable Solid Waste. Unacceptable Waste also include nuclear or radioactive materials to the extent they do not constitute Hazardous Wastes, and any other material that threatens public peace, health or safety, including but not limited to, infectious waste, pathological or biological waste, septic, cesspool, or human waste, human remains, cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, explosives and drugs.

"Unit Price" means the price proposed for each PLSD Facility for Collection & Disposal Services as set forth in the Proposal Form.

"Vendor" means an individual or entity submitting a Proposal to PLSD in response to the Legal Notice for RFP to provide Collection and Disposal Services as defined herein.

EXHIBIT B

Building	Dumpster Size	Qty	Collection Frequency
Heritage Elementary	4 Yard	3	Mon/Wed/Fri
	6 Yard	2	Mon/Wed/Fri
Fairfield Elementary	8 Yard	2	Mon/Wed/Fri
Pickerington Elementary	8 Yard	2	Mon/Wed/Fri
Sycamore Creek Elementary	8 Yard	2	Mon/Wed/Fri
Tollgate Elementary	8 Yard	1	Mon/Wed/Fri
Tussing Elementary	8 Yard	3	Mon/Wed/Fri
Violet Elementary	6 Yard	2	Mon/Wed/Fri
Diley Middle	8 Yard	2	Mon/Wed/Fri
Harmon Middle	8 Yard	2	Mon/Wed/Fri
Tollgate Middle	8 Yard	2	Mon/Wed/Fri
Lakeview JH	4 Yard	4	Mon/Wed/Fri
Ridgeview JH	2 Yard	1	Mon/Wed/Fri
	6 Yard	5	Mon/Wed/Fri
Pickerington HS Central	2 Yard	1	Mon/Wed/Fri
	6 Yard	5	Mon/Wed/Fri
Pickerington HS North	6 Yard	5	Mon/Wed/Fri
	4 Yard	1	Mon/Wed/Fri
Pickerington ELC (Opening Summer 2024)	4 Yard	1	Mon/Wed/Fri
New Pickerington JH (Opening Summer 2025)	2 Yard 6 Yard	1 5	Mon/Wed/Fri Mon/Wed/Fri

Pick up times are to be between 4:30 - 6:30 a.m., for Senior & Junior High Schools.

Middle & Elementary Schools pickups between 4:30 a.m. - 8:00 a.m.

Summer Schedule - Starting June 5, 2023 - July 31, 2023, Once weekly, Every Monday Winter Break - December 21, 2023 - January 1, 2024, Once weekly, Every Monday Spring Break - March 29, 2024 - April 2, 2024, Once weekly, Every monday Dates subject to change each year

[issued on PLS letterhead]

	<u>N</u>	OTICE OF AWARD
то:		
	FIGNI, Callection Transco	—
disposal facility. U	•	ortation and Delivery of Acceptable Solid Waste to a n of the Collection Agreement will commence on
	gton Local School Distric	submitted by your company for the services described t Board of Education has awarded the agreement for these
•	•	mitting a proposal to execute the Collection and Disposal r days from receipt of this Notice.
your receipt of this PLSD will be entitle	Notice of Award, PLSD w	nd Disposal Services Agreement within ten (10) days after vill consider the proposal submitted as abandoned. may be granted by law. Return an acknowledged copy of 10) calendar days.
Dated this	day of	, 2023.
		Pickerington Local Schools
		Ву:
		Business Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD

Ву:	
this day of	, 2023.
Ву:	
Name/Title	

Is hereby acknowledged