

The Summit/Akron Solid Waste Management Authority, doing business as ReWorks (“ReWorks”) invites all interested contractors (such contractors being hereafter referred to as the “Contractor”) that meet the specifications and qualifications contained in this Request for Proposal (the “RFP”) to submit recycling of documents from non-residential and residential participants located within Summit County, Ohio (the “Participants”). For the purposes of this RFP, the collection, on-site shredding, transportation and recycling of the materials described above shall be referred to as the “Services,” and the program for the recovery of these materials shall be referred to as the “Document Shredding Events Program” or “Program.” All proposals will be reviewed considering the best interest of ReWorks. ReWorks reserves the right to reject any and all proposals.

ReWorks’ continued implementation of the Document Shredding Events is contingent upon ReWorks’ determination, at its sole discretion, that the following minimum conditions have been met:

- (i) ReWorks has identified a Contractor that meets all the requirements contained in this RFP (the “Selected Contractor”); and
- (ii) The Board of Trustees of ReWorks has allocated and appropriated funds to implement the Document Shredding Events Program; and
- (iii) Final approval by the Board of Trustees of ReWorks has been received for (a) implementation of the Document Shredding Events Program and (b) selection of the Selected Contractor; and
- (iv) ReWorks and the Selected Contractor enter into an agreement for the provision of Services by the Selected Contractor whose terms are acceptable to ReWorks and approved by the Board of Trustees of ReWorks.

All proposals must be in **sealed** envelopes clearly marked:

PROPOSAL:

**SERVICE OF
THE DOCUMENT SHREDDING EVENTS for
ReWorks
SUMMIT COUNTY, OHIO**

All sealed proposals must be submitted on or before **12:00pm, EST, on Wednesday, January 23rd, 2019**. ReWorks will time and date stamp all proposals that are submitted immediately upon delivery and receipt. ReWorks will not accept proposals after the closing time and date.

Proposals shall be addressed to:

Marcie Kress, Executive Director
ReWorks
12 East Exchange Street, Third Floor
Akron, Ohio 44308
PH: 330-374-0383 ext. 206 FAX: 330-374-1819
mkress@summitreworks.com

Questions regarding this RFP can be submitted in writing via e-mail, fax or mail to Marcie Kress at the contact information above.

NOTE: ReWorks assumes no responsibility for ReWorks' failure to send this RFP to all interested organizations or companies. Interested parties may obtain copies of this RFP by contacting Marcie Kress at mkress@summitreworks.com by visiting summitreworks.com.

SECTION 1. Proposal Instructions and Conditions

1.1. Scope of the Proposal

1.1.1 Contractors are cautioned that ReWorks will not accept proposals after the closing time and date. In order to be given consideration on this request, contractors must submit their proposals by **12:00pm, EST, on Wednesday, January 23rd, 2019**. Contractors are responsible for ensuring that proposals are received in the office of ReWorks prior to the deadline. Proposals received after the deadline will not be considered. ReWorks reserves the right to reject any proposal that does not meet the proposal requirements and specifications described in this RFP.

1.1.2 Proposal Timeline

Issuance of RFP by ReWorks	January 9th, 2019
Proposal due date	January 23rd @ 12:00pm, EST
Contract Award	February 12th, 2019
Service Begins	May 2019

1.1.3 Proposals may be withdrawn up to **12:00pm, EST, on January 23rd, 2019**, by written request only, to Marcie Kress, Executive Director.

1.2. Expenses

Any expenses incurred for the development of proposals and answering the questions put forth by ReWorks are entirely the responsibility of the Contractor and shall not be chargeable, in any manner, to ReWorks.

1.3. Basis for Rejection of Proposal

ReWorks reserves the right, at its sole discretion, to accept or reject any or all parts of any proposal that is submitted in order to best meet ReWorks' goals and needs. Cost may not be the sole determining factor in the Contractor selection process.

Proposals submitted that do not follow the format on Attachments A and B will be rejected.

SECTION 2. Proposal Format & Evaluation

2.1. Each Contractor must submit one hardcopy of its proposal that is marked as the original. In addition, one (1) complete soft (electronic) copy of the proposal in PDF format shall be submitted via email to mkress@summitreworks.com. Proposals must follow format provided in Attachments A "Document Shredding Events Proposal Format" and Attachment B "Document Shredding Events Cost Summary" and are limited to two (2) double-sided pages (4 pages total). Photos, certificate of

Request for Proposal Document Shredding and Recycling Events Program-2019

Release date: January 2019

insurance, Non-Collusion Affidavit and NAAD certification do not count toward the 4-page limit.

- 2.2. ReWorks shall evaluate those proposals that have been submitted by Contractors in accordance with requirements of this RFP. Contractors will be evaluated on responses provided on Attachments A and B. ReWorks reserves the right to consider other criteria that may be relevant to the selection process.

SECTION 3. Company Background and Experience

- 3.1. Contractor must provide a brief narrative of the Contractor's proposed services and other pertinent information necessary to allow ReWorks to evaluate the Contractor's qualifications, financial and business stability, and ability to support the commitments set forth in response to this RFP.
- 3.2. Include a brief narrative on the Contractor's experience in providing services for Community on-site document shredding events or other related programs.

SECTION 4. Program & Historical Data

4.1. Program Description

The mission of the Document Shredding Events Program is to divert unwanted paper documents from the landfill by providing a secure collection, on-site shredding, transportation, and recycling service for non-residential and residential participants of Summit County. These communities include Stow, Fairlawn, Macedonia, Green, Barberton and Akron.

4.2. Historical Data

Data for the 2016-2018 seasons are available below. For the year 2019, ReWorks expects similar (or slightly higher) participation and poundage numbers for quoting purposes.

Each Contractor is expected to use the data provided in this Section to estimate the following items for purposes of the Contractor's proposal: 1) the quantity and type of Mobile Shredding Units, 2) the quantity of collection containers, and 3) the quantity of the Contractor's employees needed in order to satisfy the requirements set forth in Section 5 of this RFP.

	2016 Participation	2016 Weight #’s (Paper)	2016 Weight #’s (OCC)	2017 Participation	2017 Weight #’s (Paper)	2017 Weight #’s (OCC)	2018 Participation	2018 Weight #’s (Paper)	2018 Weight #’s (OCC)
Stow	500	29,409	1,130	338	20,262	808	381	26,500	1,050
Fairlawn	609	34,073	1,009	575	31,112	1,325	433	25,500	1,100
Macedonia	404	28,536	755	488	33,827	536	347	27,500	900
Green	425	24,186	863	522	35,788	712	343	31,500	-
Barberton	351	19,590	904	382	16,700	535	391	22,500	715
Akron	208	15,408	780	295	17,800	430	349	23,000	950
Totals	2,497	151,202	5,441	2,600	155,489	4,346	2,244	156,500	4,715

Event Summary	Site 1 (Stow) May 2018		Site 2 (Fairlawn) June 2018		Site 3 (Macedonia) July 2018		Site 4 (Green) August 2018		Site 5 (Barberton) September 2018		Site 6 (Akron) October 2018	
	Shredder’s labor On-site*	Drivers	3	Drivers	3	Drivers	3	Drivers	3	Drivers	3	Drivers
	Workers	7	Workers	6	Workers	6	Workers	4	Workers	3	Workers	4
# Mobile Shredding Units	3		3		3		3		3		3	

*Shredder’s Staff On-site does not include ReWorks staff or community members present at an Event.

SECTION 5. Scope of Services of the Selected Contractor

The Selected Contractor shall complete the following as part of the Services:

5.1. Pre-event

The Selected Contractor shall meet with ReWorks and the Event location representative at the Event Location prior to each Event (the “Site Visit”) in order to determine the event layout, maximum traffic flow, quantity and type of Mobile Shredding Units, the quantity of collection containers, and the quantity of the Selected Contractor’s employees needed in order to satisfy the requirements set forth in Section 4 of this RFP. If, in ReWorks’ sole discretion, the Selected Contractor does not provide the Services at a Document Shredding Event as determined during the Site Visit, ReWorks will assess a penalty to the Selected

Contractor. The penalty shall be a twenty-five (25%) percent reduction off the total mobile shredding unit cost for the entire Event.

5.2. Day of the Event

- i. Provide Mobile Shredding Units for secure on-site shredding of Participant's documents;
- ii. Provide sufficient quantity of Collection Container(s) for the collection and holding of Participant's documents prior to shredding;
- iii. Provide adequate labor to collect, shred, and breakdown old corrugated cardboard for recycling;
- iv. Provide plan to manage the receipt of contraband (i.e., weapons, prescription and non-prescription drugs, ammunition, etc.);
- v. Attend a brief safety meeting prior to operations;
- vi. Display "ReWorks" signage on or near mobile shredding units as requested by ReWorks;
- vii. Arrive at least one-half hour prior to the event for set-up;
- viii. Clean up site after the event

5.2.2. Post-event

- i. Process, market, and recycle all materials collected; and
- ii. Submit to ReWorks after each Event:
 - (1) Report which contains, at a minimum, the information identified in Section 9 of this RFP; andinvoice for Services completed.

5.3. Labor Requirements

Contractor is to provide per Event a minimum six (6) to a maximum of twelve (12) employees to remove documents to be shredded from vehicles, shred documents, and breakdown old corrugated cardboard for recycling. (Note – One truck with driver counts as "1 each labor".

5.4. Type of Materials Accepted

Contractor must collect, shred on-site, and recycle all acceptable materials, which includes, but is not limited to Bank Statements, Canceled Checks, Tax Paperwork, old files, etc. from Participants. This Program will collect paper items only. No CD's, VHS tapes, uniforms, etc. will be accepted during these events.

There is a limit of ten (10) file boxes or shopping bags per Participant.

5.5. Method to Manage Cardboard at Event

Provide explanation on method to manage and recycle cardboard at an event.

SECTION 6. Service Description

6.1.1. Compliance with Law

The performance of the Selected Contractor's Services and all activities related to the Selected Contractor's provision of Services shall be in full compliance with all applicable federal, state and local laws, rules, regulations, orders and/or directives.

6.1.2. Event Locations/Days/Hours

Event Locations in the Program will be limited to and located within Summit County, Ohio. One (1) Event will be held monthly during May through October. Events will be held on Saturday from 9:00 a.m. to noon. Event locations will be provided to selected contractor. ReWorks reserves the right to add and subtract event locations during the term of the proposed contract

6.2. NAID Certified Service Provider

6.2.1. The Selected Contractor must be an "AAA" NAID Certified Provider and include a copy of current certification.

6.3. Mobile Shredding Unit and Collection Container Description

The Mobile Shredding Unit(s) to be used to shred the documents for this Program must have the ability to provide on-site shredding of documents at a minimum throughput of 5,000 lbs./hr., and minimum payload of 12,000 lbs. per mobile shredding unit.

(Optional) Mobile shredding unit(s) is to have an onboard video monitor system to view the destruction of documents.

The containers to be used to collect the acceptable materials from Participants prior to shredding for this Program are 95-gallon totes or equivalent (the "Collection Containers"). Must provide sufficient quantity of Collection Containers so that at no time during the Event are documents received for recycling kept outside of the Collection Containers.

SECTION 7. General Responsibilities of ReWorks

7.1.1. ReWorks shall:

- i. Identify Selected Contractor to provide Services under this Program;
- ii. Provide the Selected Contractor with the dates for each Event;
- iii. Provide the Selected Contractor with the addresses for each Event location;

- iv. Meet with the Selected Contractor and the Event Location representative at the Event location for a Site Visit as set forth in Section 5.1.1;
- v. Provide an on-site restroom facility during the Event;
- vi. Provide additional cones, and/or signage and volunteers/employees for traffic control at the Event; and
- vii. Promote Events.

SECTION 8. Proof of Recovery

- 8.1. The Selected Contractor must provide ReWorks with a Certificate of Destruction for each Event and written documentation that all materials collected from Participants have been properly and lawfully recycled and/or otherwise disposed of in accordance with all applicable laws. No recyclable materials received at the Events shall be disposed by any other method other than to a licensed, permitted and/or otherwise lawfully authorized recycling processing, marketing, brokering, or material use facility. ReWorks requires that all materials collected from this Program be recycled. Any materials received at the Events which have been contaminated with non-recoverable materials shall be handled, transported and disposed of in accordance with all applicable laws, including, but not limited to, all environmental laws. The Selected Contractor must show written documentation and proof of recycling (i.e., Dump Ticket, Scale Ticket, proof of delivery, etc.).
- 8.2. The Selected Contractor must provide ReWorks with (i) a list of end-user vendors and/or Recycling Facility that will recover the materials collected under this Program, and (ii) written documentation of each of the vendors' and/or Recycling Facility's licenses, permits, and/or other authorizations for lawful operation of such facilities. The Selected Contractor shall notify ReWorks in writing at least thirty (30) days prior to the change of any vendors or Recycling Facility utilized by the Selected Contractor, and such notification shall contain documentation of the new vendor's/Recycling Facility's licenses, permits, and/or other authorizations for lawful operation.

SECTION 9. Reporting

- 9.1. The Selected Contractor shall submit to ReWorks a report and invoice per event. Invoices will not be paid unless accompanied by the event report. Required information on the event report shall include, at a minimum, the following:
 - 9.1.1. Total pounds/tons collected, shredded and recycled per each Event during the applicable month; paper & cardboard should be listed separately on this report. This should be provided to ReWorks within (15) days after the Event
 - 9.1.2. Written document of proof of recycling in accordance with the requirements of Section 8 of this RFP. Reports can be produced as a

Request for Proposal Document Shredding and Recycling Events Program-2019

Release date: January 2019

dump ticket, scale ticket, proof of delivery, etc. from the recycling facility.;
and

9.1.3. Any additional information as requested by ReWorks.

9.2. The monthly report shall be due in conjunction with the monthly invoice (see Section 10 below) to ReWorks no later than fifteen (15) days after the Event.

9.2.1. Contractors who are not able to comply with the (15) day requirement to provide a monthly report, proof of recycling, and invoice, must provide an explanation of why this cannot be accomplished in the (15) day time limit.

SECTION 10.

10.1. Billing for services provided by the Selected Contractor for the Document Shredding Events Program will be itemized and based on fees stated on Attachment B. Invoices shall be due to ReWorks no later than fifteen (15) days after the Event. Invoices shall not be paid unless accompanied by the event report identified in Section 9 of this RFP.

10.2. The hourly mobile shredding unit fee should include the driver, the cost of fuel, transportation, collection containers, and processing. Labor hourly fee should include, but not limited to, the cost of labor. No additional costs or fees will be considered or paid. Details of the costs incurred for the Document Shredding Events Program are to be listed on Attachment B.

10.3. Contractor must provide rate for mobile shredding unit and labor for time over scheduled event on Attachment B

10.3.1. This rate can be charged when shredding and unloading vehicles occurs after 12:00pm. This rate cannot be charged for set up and clean up at each event.

SECTION 11. Revenue Sharing

11.1 Contractor that provides a proposal on opportunities for the Contractor and ReWorks to share revenue generated from the recyclables collected during the Document Shredding Events Program will be viewed favorably. Provide a narrative and/or sample equation on how revenue sharing will be calculated for billing purposes. Contractor should submit their most attractive and favorable plan for revenue sharing.

SECTION 12. Business References

12.1. The Contractor must submit three (3) business references consisting of current or previous customers of similar scope and value to the Services identified in this RFP. Include the names, addresses, telephone numbers, e-mail addresses, and verified current contact persons for each of the three (3) business references.

SECTION 13. Contract Term and Agreement

- 13.1. The proposed term for the Document Shredding Events Program contract is one (1) year (“Contract Term”). ReWorks may, at its sole discretion and option, renew the Contract Term for two (2) additional one (1) year terms for a total term not to exceed three (3) years. The Contract Term is subject to allocation and appropriation of funds to implement the Document Shredding and Recycling Event Program and to receipt of final approval by the Board of Trustees of ReWorks for implementation of the Program.
- 13.2. ReWorks and Selected Contractor will perform an evaluation of the program three (3) months after the start of the Program.
- 13.3. A sample agreement is provided as Attachment C “Sample Agreement.” This Sample Agreement is provided for review and reference purposes only. Final Agreement/Contract with the selected firm may differ from the Sample Agreement.

SECTION 14. General Terms and Conditions

14.1. Proposal Conditions

- 14.1.1. All Contractor proposals must conform to the RFP service descriptions and Contractor responsibilities. Any and all deviation must be clearly detailed and defined.
- 14.1.2. By submitting a proposal, the Contractor will be held accountable for having informed himself/herself as to the conditions under which the proposals will be accomplished and the contents of all applicable proposal documents and regulations.
- 14.1.3. All copies and contents of any proposal, attachment and explanations thereto, submitted in response to this RFP shall become the property of ReWorks and subject to review by the public under Ohio’s public records law. ReWorks reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein, except to the extent described in the next sentence. All copyrighted material must be clearly marked.

14.2. Terms

- 14.2.1. ReWorks reserves the right, at its sole discretion, to negotiate any provision contained in proposals submitted pursuant to this RFP, to refuse to negotiate, and/or to otherwise abide by the terms provided in the proposal.
- 14.2.2. It is understood and agreed between the Contractor and ReWorks that any written agreement entered into between the Selected Contractor and ReWorks, its continuation or any renewal or extension thereof, is

**Request for Proposal
Document Shredding and Recycling
Events Program-2019**

Release date: January 2019

dependent upon and subject to the allocation or appropriation of funds by the Board of Trustees of ReWorks for the Document Shredding Events Program.

14.3. Assignment

Any written agreement entered into as a result of this RFP may not be assigned in whole or in part, without the written consent of ReWorks, in its sole discretion.

14.4. Independent Contractor Relationship

14.4.1. The Selected Contractor is and shall perform the Services and work related to this RFP as, an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents and operations. Neither the Contractor nor anyone employed by it shall represent, act, and/or purport to act or be deemed to be the agent, representative, employee or servant of ReWorks.

14.4.2. The Selected Contractor shall conduct all Services and work related to this RFP in accordance with all applicable laws and regulations, and shall be required to obtain and keep in full force and effect throughout the performance of Services and work related to this RFP all permits, licenses, and insurance that may be required by ReWorks, all local authorities, the State of Ohio, and the federal government. Failure to comply with any of these items is grounds for immediate cancellation of any agreement between the Selected Contractor and ReWorks.

SECTION 15. Non-Collusion Affidavit

The Selected Contractor shall not be in collusion with any other entity for bidding purposes for this proposal. A signed affidavit in the form of Attachment D must accompany bid.

SECTION 16. Insurance Requirements

Evidence of Insurance. The Contractor shall submit to ReWorks with the Selected Contractor's written proposal to provide Document Shredding & Recycling Program services, valid certificates evidencing the insurance policies and coverages required of the Selected Contractor and all subcontractors in accordance with the requirements set forth in Exhibit B of the Sample Agreement, original copies of the policies and all endorsements to any such policies.

SECTION 16. Indemnification

Vendor shall indemnify, defend, and hold the Authority, and the Authority's employees, representatives, agents, officers, directors, shareholders and affiliates (all of which, for purposes of this Paragraph, are individually and collectively referred to as "Authority Indemnified Party") harmless from and against any and all losses, costs, expenses, claims, damages, suits, litigation, causes of action and liabilities (including, without limitation, reasonable attorneys' fees) which the Authority Indemnified Party may suffer or incur in whole or in part by reason of: (i) any breach of the representations, warranties, covenants and undertakings of Vendor in or pursuant to this Agreement or the RFP; or (ii) any acts, conduct, errors, omissions or misrepresentations of or by Vendor or its employees, agents, representatives, officers, directors, shareholders or affiliates. This indemnification shall survive the expiration or other termination of this Agreement for any reason, irrespective of supporting insurance.

SECTION 17. General Information

- 17.1. ReWorks is an Equal Opportunity Employer and does not discriminate against Contractors due to their race, color, marital status, religion, age, sex, national origin, handicap, creed or sexual orientation.
- 17.2. ReWorks strongly encourages Women-Owned Contractors, Minority-Owned Contractors and community-based organizations to submit qualifications and proposals. "Women-Owned Contractors" shall mean those Contractors that are at least fifty-one percent (51%) owned and controlled by women. "Minority-Owned Contractors" shall mean those Contractors that are at least fifty-one percent (51%) owned and controlled by Minority Persons. "Minority Persons" shall mean any ethnic person who is a resident of the United States or its territories, including Asians/Pacific Islanders, persons of African descent, Hispanics and Native Americans/Alaskan natives.
- 17.3. All responses to this RFP received by ReWorks shall remain valid for one hundred eighty (180) days from the date of submittal of the response.
- 17.4. In the event that it becomes necessary to revise any part of this RFP, ReWorks shall provide an addendum to all Contractors who have received a copy of this RFP from ReWorks.
- 17.5. ReWorks shall not be liable for any costs incurred by the Contractor prior to entering into an agreement for the performance of Services.
- 17.6. The Selected Contractor will be required to assume responsibility and liability for all the services offered in the Selected Contractor's proposal, whether or not such services are directly performed by the Selected Contractor. Further, the Selected

**Request for Proposal
Document Shredding and Recycling
Events Program-2019**

Release date: January 2019

Contractor will be the designated point of contact for ReWorks with regard to contract matters.

- 17.7. News releases pertaining to this RFP, the services described in this RFP, and/or any projects to which this RFP relates, may not be made without obtaining prior written approval by ReWorks.
- 17.8. Any contract entered into with ReWorks will require the Selected Contractor to comply with all applicable Federal, State and Local laws, regulations and any applicable requirements thereunder.
- 17.9. ReWorks reserves the right, at its sole discretion, to reject all proposals submitted in response to this RFP and/or to terminate contract negotiations at any time prior to the execution of a contract.

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Attachment A

Document Shredding Events Proposal Format

General Information

Company Name:		Phone Number:	
Mailing Address:		Fax Number:	
City, State Zip:		Email:	
Contact Name:			

Section 1: Company Background and Experience (reference RFP Section 3)



Section 2: Method to Manage Cardboard at Event (reference RFP Section 5.5)

Section 3: Proof of Recovery (reference RFP Section 8)

Recycling Facility Name	Address	Phone

Section 4 – Mobile Shredding Unit Description- Include photo (reference RFP Section 6.3)



Section 5 – Revenue Sharing (reference RFP *Section 11*)

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Section 6– Business References (reference RFP *Section 12*)

Company	Contact	Phone	Email

Section 7 – Insurance-Provide a separate sheet (reference RFP *Section 16*)



ATTACHMENT B Document Shredding Events Cost Summary

General Information

Company Name:		Phone Number:	
Mailing Address:		Fax Number:	
City, State Zip:		Email:	
Contact Name:			

Mobile Shredding Unit and Labor Rate per Man Hour

1. Mobile Shredding Unit Hourly Rate: (Labor for driver during event should be included in this cost) (Ref: RFP Section 10.2)

Hourly Rate Per Mobile Shredding Unit	
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Provide additional Rate per Mobile Shredding Unit charged for time over the scheduled Event (Ref: RFP Section 10.3)

1 – 15 minutes	16 – 30 minutes	31 – 45 minutes

2. Labor Rate per Man Hour: (Ref: RFP Section 10.2)

Labor Rate Per Man Hour	
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Provide additional Rate per Man Hour charged for time over the scheduled Event (Ref: RFP Section 10.3)

1 – 15 minutes	16 – 30 minutes	31 – 45 minutes

ATTACHMENT C
AGREEMENT
Document Shredding Services

This Agreement (“Agreement”) to implement a paper shredding and recycling program is made and entered into as of this ____ day of _____, 2019 by and between **The Summit/Akron Solid Waste Management Authority**, a regional solid waste management authority organized under Ohio Revised Code (“R.C.”) Chapter 343, with its principal address located at 12 East Exchange Street, Third Floor, Akron, Ohio, 44308 (**the “Authority”**), and **Contractor**, with its principal address located at **address (the “Contractor”)**, The Authority and Contractor are hereinafter referred to collectively as the “Parties.”

WHEREAS, the Authority recognizes the need to provide paper shredding and recycling services for residents and businesses located within Summit County, Ohio;

WHEREAS, the Authority intends to implement a program, known as “Document Shredding & Recycling Events Program,” (the “Program”) which will provide for the collection, on-site shredding, transportation and recycling of documents from non-residential and residential participants located within Summit County (the “Participants”);

WHEREAS, the Authority issued a Request for Proposal for Document Shredding and Recycling Events Program-2019 (“RFP”) on January 9th, 2019, inviting all interested companies to submit a proposal to assist the Authority with the Program;

WHEREAS, on _____, 2019, Contractor submitted a proposal to assist the Authority with implementing the Program (the “Proposal”) by collecting, shredding and recycling documents, envelopes, receipts, and other materials consisting of paper (“Paper Material”) brought by Participants to locations as designated by the Authority;

WHEREAS, a copy of the RFP and the Proposal are each incorporated herein by reference and attached hereto as Exhibit A

WHEREAS, the Authority has authorized its Executive Director to enter into this Agreement with Contractor to implement the Program; and

WHEREAS, the Parties desire to set forth certain terms and conditions in this Agreement which shall govern those tasks and services to be performed by Contractor on and after the date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Shredder’s Responsibilities. Contractor responsibilities under this Agreement shall include, but shall not be limited to, the collection, shredding and recycling

of Participants' Paper Material. Vendor hereby agrees to comply with all of the terms and conditions as set forth in this Agreement, the RFP and the Proposal and to implement all tasks and services identified in this Agreement, the RFP and the Proposal. Contractor will provide, at a minimum, the following services for the compensation set forth in Paragraph 2 of this Agreement:

1.1 Equipment and Personnel/Availability. Contractor shall provide, maintain and operate mobile mechanical shredding devices, at least one of which is capable of shredding a minimum of five thousand (5,000) lbs. per hour, and minimum payload of ten thousand (12,000) lbs per mobile shredding unit and such other equipment (including, but not limited to, additional shredding units) as necessary for the collection and shredding of Participants' Paper Material. Contractor shall use 95-gallon totes or equivalent (the "Collection Containers") to collect the Paper Material. Vendor must provide sufficient quantity of Collection Containers such that at no time during the Event are documents received for recycling kept outside of the Collection Containers.

Vendor shall also provide personnel trained and fully capable in the operation of the mobile mechanical shredding devices and any other equipment. Vendor shall provide a minimum of six (6) employees to perform the Services at each Document Shredding & Recycling Event.

The mobile mechanical shredding devices, other equipment and personnel identified herein shall be made available to the Authority on up to six (6) days between the months of May and October during the term of this Agreement, to be selected by the Authority, and at such locations and during such hours to be identified by the Authority (each individual date referred to hereafter as a "Document Shredding & Recycling Event" or "Event" and collectively referred to hereafter as the "Document Shredding & Recycling Events").

Vendor shall meet with the Authority at each Event location, at least one (1) week prior to each Document Shredding & Recycling Event (the "Pre-event Meeting"). During the Pre-event Meeting, the Authority shall identify the quantity of Mobile Shredding Unit(s), the quantity of Collection Container(s), and the quantity of the Vendor's employees required to be provided by Vendor at the Document Shredding & Recycling Event.

1.2 Paper Material Collection/Shredding Process. During each Document Shredding & Recycling Event, Vendor will destroy Participants' Paper Material through the use of mobile mechanical shredding devices (the "Paper Material Shredding Process") immediately upon the collection of such Paper Material from each Participant;

1.3 Certificate of Destruction. At the conclusion of each Document Shredding & Recycling Event and as required by Section 9 (Reporting) below, Vendor will provide the Authority with written confirmation of the destruction of all Paper Material collected from all Participants during that Document Shredding & Recycling Event;

1.4 Observation. Vendor shall permit Participants and/or representatives

of the Authority to accompany and observe Vendor employees during the collection of Paper Material from Participants, and during the Paper Material Shredding Process;

1.5 Paper Material Recycling/Disposal. Vendor shall shred and destroy all Paper Material received from Participants immediately following receipt thereof, and shall recycle or otherwise dispose of all such shredded Paper Material received as soon as practicable following each Document Shredding & Recycle Event; and

1.6 The tasks and services identified in Paragraph 1 of this Agreement are hereafter collectively referred to in this Agreement as "Services."

2. Compensation. The Authority shall compensate Vendor for its Services under this Agreement as provided below.

2.1 The duration of each individual Document Shredding & Recycling Event shall be three (3) hours, during which time Vendor shall be compensated as follows:

- a. For each mobile shredding unit used during such Document Shredding & Recycling Event, the rate of [\$] per hour, per mobile shredding unit; provided Vendor shall not use more than three mobile shredding units per Document Shredding & Recycling Event without prior written consent of the Authority; and
- b. For each Vendor employee performing Services at each Document Shredding & Recycling Event in accordance with Section 1.1 above, the rate of [\$] per hour, per employee; provided Vendor shall not use more than 6 (six) employees per Document Shredding & Recycling Event without the prior written consent of the Authority.
- c. If, upon the request of the Authority, a Document Shredding & Recycling Event exceeds three hours, then Vendor shall receive additional payments for each mobile shredding unit and for each employee in accordance with the following schedule:

Time in Excess of Three Hours	1-15 minutes	16-30 minutes	31-45 minutes
Mobile Shredding Unit	[\$] per unit	[\$]per unit	[\$] per unit
Employee	[\$] per employee	[\$] per employee	[\$] per employee

- d. In the event that Vendor fails to provide at a Document Shredding & Recycling Event the quantity of Mobile Shredding Unit(s), the quantity of Collection Container(s), and the quantity of the Vendor's

employees as specified in writing by the Authority at the Pre-event Meeting, the Authority may reduce the compensation provided to Vendor for the Document Shredding & Recycling Event by 25% percent.

- e. Vendor and the Authority shall share the revenue generated by the Paper collected for the Program as provided herein below. *[Language will reflect the Revenue Sharing portion of the proposal from the selected contractor].*

As used in this Agreement, the following words and terms shall have the following meanings:

[Additional terms may be added to this section based on the Revenue Sharing portion of the proposal from the selected contractor]

“Report and Invoice” means Vendor’s reporting and invoice obligations together with any other information the Authority shall reasonably require in order to satisfy the requirements of Section 9 of this Agreement.

“Recycling Facility” means one or more of the end-user vendors and facilities designated in Section 8 of the RFP for recycling Paper collected by Vendor and any additional recycling facilities designated in accordance with Section 8 of this Agreement.

“Recycling Tonnage” means the tonnage of paper collected by Vendor from each Document Shredding & Recycling Event in connection with Vendor’s Services provided in this Agreement, as evidenced by the Report and Invoice for such Billing Period.

2.2 Notwithstanding the foregoing, the total amount to be paid annually by the Authority to Vendor for its Services provided under this Agreement for the Document Shredding & Recycling Events shall not exceed [\$] per year.

3. Reporting. Within fifteen (15) days of each Document Shredding & Shredding Event, Vendor shall submit to the Authority a Report and Invoice which provides: (i) the total pounds/tons of Paper Material collected and recycled during the Event; (ii) a Certificate of Destruction for the Event; (iii) written documentation that all materials collected from Participants have been properly and lawfully recycled and/or otherwise disposed of in accordance with all applicable laws; (iv) invoices for Services completed; and (v) any additional information as requested by the Authority. Each of Vendor’s Report and Invoices shall demonstrate that at least eighty percent (80%) of the Paper Material collected by Vendor has either been recycled or is in the process of being recycled.

Prior to performing Services under this Agreement, Vendor shall provide the Authority with (i) a list of end-user vendors and or recycling facilities that will recover the materials collected under the Program and (ii) written documentation of each of the

vendors' and/or recycling facilities' licenses, permits, and/or or authorizations for each lawful operation of such facilities. Vendor shall notify the Authority in writing at least thirty (30) days prior to the change of any vendors or recycling facilities utilized by Vendor. Such notification shall contain documentation of the new vendor's or recycling facilities' licenses, permits, and/or other authorization for lawful operation.

4. Standard of Care. Vendor shall perform the Services under this Agreement in a professional, workmanlike manner using that degree of care and skill ordinarily exercised under similar conditions by reputable members of Vendor's profession practicing in the same or similar locality at the time of service. Vendor shall conduct all Services in accordance with all applicable laws and regulations and in accordance with the terms of the RFP and this Agreement.

5. Termination/Extension. Either party to this Agreement shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to the other party. In any such event, upon such termination, Vendor shall submit a final invoice to the Authority for work actually performed by Vendor as of the date of notice of termination. The Authority shall be responsible for payment of Vendor's costs incurred up to the date of notice of termination as set forth above.

Notwithstanding the above, this Agreement shall terminate on _____, 2020 (the "Contract Term") unless the Authority exercises its option to extend the term as set forth below. The Authority, at its sole option, and upon written notice to Vendor can extend the Contract Term for two (2) additional one (1) year periods for a total Contract Term not to exceed three (3) years

6. Nature of Relationship. The Parties hereby acknowledge and agree that the relationship of Vendor and the Authority created under this Agreement is that of independent contractor, and that no partnership, joint venture, agency or other relationship is intended or created hereby, nor shall either party nor any of its affiliates, employees or representatives be construed to be an affiliate, employee, agent or representative of the other party. Vendor shall obtain and, throughout the term of this Agreement maintain in full force and effect all permits, licenses and insurance that may be required by the Authority, the State of Ohio or the federal government.

7. Indemnification. Vendor shall indemnify, defend, and hold the Authority, and the Authority's employees, representatives, agents, officers, directors, shareholders and affiliates (all of which, for purposes of this Paragraph, are individually and collectively referred to as "Authority Indemnified Party") harmless from and against any and all losses, costs, expenses, claims, damages, suits, litigation, causes of action and liabilities (including, without limitation, reasonable attorneys' fees) which the Authority Indemnified Party may suffer or incur in whole or in part by reason of: (i) any breach of the representations, warranties, covenants and undertakings of Vendor in or pursuant to this Agreement or the RFP; or (ii) any acts, conduct, errors, omissions or misrepresentations of or by Vendor or its employees, agents, representatives, officers, directors,

shareholders or affiliates. This indemnification shall survive the expiration or other termination of this Agreement for any reason, irrespective of supporting insurance.

8. Insurance. During the term of this Agreement, Vendor shall at all times purchase and maintain insurance coverage in the types, with limits of liability not less than, and with terms and conditions at least as broad, as set forth in Exhibit B.

9. Contraband. While conducting Services under this Agreement, if Vendor discovers any Contraband from any of the Event sites, the Vendor employee who discovers such Contraband shall immediately complete the following: (i) identify the site where he/she believes the Contraband originated, and the basis for such belief, (ii) contact his/her direct supervisor at Vendor, for the Vendor supervisor to secure the Contraband and to notify local law enforcement authorities, the Program representative for the Event site, and the Authority, (iii) prepare a written summary detailing the circumstances of discovery of the Contraband, the activities undertaken by the Vendor employee and his/her supervisor pursuant to this subsection, and confirmation that local law enforcement authorities have been contacted (i.e., the name of the law enforcement authority and officer contacted and a summary of the report provided to the authority/officer); and (iv) provide a copy of the written summary set forth in this subsection to the representative of the Site and to the Authority. For the purposes of this Agreement, the term "Contraband" shall mean and include, at a minimum, the following items: drugs, explosives and/or ordinance, firearms and/or ammunition, and/or other weapons.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties hereto with regard to the subject matter set forth herein, and supersedes all prior agreements and understandings between the Parties dealing with such subject matter, whether written or oral.

10.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

10.3 Amendment/Waiver. This Agreement may not be modified or amended in any manner except by a written amendment executed by the Parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor in any way affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every provision hereof. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

10.4 Assignment. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

10.5 Severability. If any term of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the remaining terms shall not be affected thereby and shall remain in full force and effect. It is the intention of the Parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

10.6 Construction. This Agreement shall be construed in accordance with its terms and no rule of strict construction shall apply nor shall any rule that ambiguities herein be construed against the drafting party apply.

10.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law.

10.8 Conflicts. This Agreement and the RFP are intended to be interpreted as a consistent and compatible whole. If, however, a conflict is discovered to exist between the provisions of this Agreement and the RFP, the provisions of this Agreement shall control.

SAMPLE

EXHIBIT B

Insurance Requirements

1. Commercial General Liability. On an occurrence coverage basis, including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability, coverage as respects independent contractors, operating mobile equipment, products and completed operations with limits of not less than:

\$2,000,000	Each occurrence, Bodily Injury and Property Damage
\$2,000,000	Personal Injury and Advertising Injury
\$3,000,000	General Aggregate
\$3,000,000	Products/Completed Operations Aggregate

2. Workers' Compensation Insurance. Statutory limits. Employers Liability with limits of not less than:

\$1,000,000	Bodily Injury by accident, each accident
\$1,000,000	Bodily Injury by disease, each employee
\$1,000,000	Bodily Injury by disease, policy aggregate

The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

3. Commercial Auto Liability. For Owned, Non-owned and Hired Automobile Liability with limits of not less than:

\$2,000,000	Combined Single Limit, Bodily Injury and Property Damage
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Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Contractor.

The Commercial General Liability, Auto Liability, and Employers Liability insurance limit requirements may be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance which shall follow form of the underlying. The Commercial General Liability and Umbrella/Excess limits of liability (including Products/Completed Operations coverage) shall apply on a per-project basis.

4. Privacy and Security Liability (Cyber Liability). Covering losses resulting from acts, errors, or omissions in connection with the Document Shredding Services under this Agreement which are directly attributed to the unlawful or unauthorized access to, or acquisition, breach, loss, compromise, use, or disclosure of personal information, including but not limited to PHI or payment card information. Such coverage shall include network security breach liability, including network protection, privacy liability,

notification expense, credit monitoring expense, and public relations expense with limits of not less than:

\$2,000,000	Each claim or wrongful act
\$2,000,000	Annual Aggregate

5. Property Insurance. Contractor shall purchase and maintain property insurance on all personal property (machinery, equipment, materials, mobile equipment, trailers and tools) used or owned by Contractor on-site or otherwise in conjunction with performance under the Agreement. ReWorks shall have no responsibility for loss or damage to Contractor's personal property.
6. Subcontractor Insurance. Contractor shall not subcontract any part of its Services under this Agreement without assuming absolute responsibility for requiring each of its subcontractors (and each sub-subcontractor at every tier) to purchase and maintain the same types of insurance with substantially the same terms, conditions, and limits of liability as required herein of Contractor. Failure of Contractor or any of its subcontractors to maintain insurance during the term of this Agreement and for a minimum of two (2) years after the termination or expiration of this Agreement, and/or any extension(s) thereof, shall be deemed a material breach of this Agreement allowing ReWorks to terminate this Agreement or to provide insurance at Contractor's sole expense, in neither case, however, shall Contractor's liability be lessened. If ReWorks purchases such insurance the cost thereof shall be borne by the Contractor.
7. Primary Insurance. The insurance coverage to be purchased and maintained by Contractor and its subcontractor(s) as required herein shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by ReWorks which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.
8. Additional Insureds. ReWorks and its board members, officers, members, representatives, agents, and employees shall be named as additional insureds on Contractor's General Liability policy, Automobile Liability policy, and Excess/Umbrella Liability policy(ies). The extent of the additional insured coverage afforded ReWorks and its board members, officers, members, representatives, agents and employees shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability (or a substitute form providing equivalent coverage, including the combination of CG 20 10 10/01 and CG 20 37 10/01) and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability (or substitute form providing equivalent coverage). All coverage required by this Agreement and including without limitation, the additional insured coverage afforded under Contractor's policies, shall include ongoing operations (work in progress) and completed operations (completed work) and continue to exist until the expiration of two (2) years following the termination or expiration of this Agreement, and any extension(s) thereof. All policies shall include a waiver of subrogation in favor of additional insureds.

9. Evidence of Insurance. Contractor shall submit to ReWorks within ten (10) calendar days after ReWorks' notice of Contract award and prior to the date Services begin, certificates of insurance evidencing the effectiveness of the insurance coverages required by this Agreement, and if requested by ReWorks copies of the policies and all endorsements to any such policies.

At any time during the term of this Agreement and annually (measured from the date Services begin) for a period of two (2) years, the Contractor shall promptly provide certificates of insurance to ReWorks evidencing the effectiveness of the insurance coverages required pursuant to the Agreement along with certified copies of the complete policies, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement.

All endorsements to or modifications of insurance purchased and maintained by the Contractor and its subcontractor(s) pursuant to this Agreement shall be subject to ReWorks' review and final acceptance. ReWorks' review and final acceptance. ReWorks' review, receipt, and/or acceptance of any insurance policy purchased and maintained by the Contractor or its subcontractor(s), or a certificate of insurance evidencing such insurance, shall not constitute nor be deemed to constitute ReWorks' approval of such insurance or ReWorks' agreement that such insurance satisfies the insurance requirements set forth in this Agreement.

10. Claims Made. To the extent any insurance purchased by Contractor is issued on a claims-made basis, such policy shall either (i) be renewed annually for a period of not fewer than two (2) years following completion with substantially the same terms and conditions or (ii) include an extended reporting period endorsement option providing continuing coverage under such policy for not fewer than two (2) years after the date of termination of the policy period in which a claim may be made under the policy respecting the Contractor's performance of Services.
11. No Limitation. By requiring insurance herein, ReWorks does not represent that coverage and limits will necessarily be adequate to protect Contractor or any recycling vendor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to ReWorks in this agreement.
12. Notice of Occurrence. Upon Contractor's knowledge of any actual or alleged occurrence, event, or third-party claim(s) which may result in or give rise to a claim against, liability imposed upon, or loss suffered by Contractor or any of its subcontractors which may exceed \$1,000, or which involves bodily injury to any person. Selected Contractor shall (i) immediately provide ReWorks with written notice of such occurrence, event or third-party claim(s) with reasonable detail; this requirement applies irrespective of when, where, or how the claim, liability, or loss occurred, whether or not the claim, liability or loss relates to or arises from the Services, or the validity or status of such claim, liability or loss, and applies to the

entire Agreement term and two (2) years following the termination or expiration of this Agreement, and any extension(s) thereof.

13. Deductibles. Contractor and each of its Subcontractors shall be responsible for the payment of any and all deductibles or retentions under the policy or policies of insurance purchased and maintained by each pursuant to this Contract; the deductibles and self-insured retentions existing in the policies required herein must be stated on the certificates of insurance required by this Contract.
14. Waiver of Subrogation. Contractor and ReWorks (including their employees, officers, directors, elected or appointed officials, agents, or representatives), do hereby waive all rights of recovery for damages against each other for themselves and waive their respective insurers rights of subrogation, for loss or damage to the recycling containers, improvements, and betterments, fixtures, equipment, and any other real or personal property of the parties to the extent covered by the parties' respective commercial property insurance, or which could have been covered by commercial property insurance reasonably available at the date of commencement of this agreement, including that coverage available under an ISO Special Causes of Loss coverage form. If the commercial property insurance purchased by Contractor does not allow the insured to waive rights of recovery or subrogation against others prior to loss, Contractor shall cause its insurance policy to be endorsed with a waiver of subrogation as required herein.
15. Third Party Over. In any and all claims against ReWorks, the indemnification obligations of Contractor in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for Contractor under Workers' Compensation Acts, disability benefits or other employee benefit acts. As between ReWorks and Contractor, Contractor waives its immunities under Ohio Revised Code Chapter 4123, Article 3 of the Ohio Constitution or any similar Workers' Compensation statutory immunity for purposes of conforming the indemnity obligations of this Agreement. Contractor shall require of its respective subcontractors, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein.

The Parties have executed this Agreement as of the date first set forth above.

**THE SUMMIT / AKRON SOLID WASTE
MANAGEMENT AUTHORITY**

By: _____

Its: _____

Date: _____

(Contractor)

By: _____

Its: _____

Date: _____

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SAMPLE

ATTACHMENT D
AFFIDAVIT OF NON-COLLUSION

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Offer.

I state that:

- (1) The price(s) and amount of this Offer have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- (2) That neither the price(s) nor the amount of this Offer, and neither the approximate price(s) nor approximate amount of this Offer, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit an Offer higher than this Offer, or to submit any intentionally high or noncompetitive Offer or other form of complementary Offer.
- (4) The Offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Offer.
- (5) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as described in the attached appendix.

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by ReWorks in awarding the contract(s) for which this Offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from ReWorks of the true facts relating to the submission of Offers for this contract.

(Authorized Signature)

(Name of Company/Position)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____