

The Summit/Akron Solid Waste Management Authority doing business as ReWorks (“ReWorks”) invites all interested firms that meet the specifications and qualifications contained in this Request for Proposal (the “RFP”) to submit proposals to operate the Household Hazardous Waste Recycling Center (hereafter referred to as the “HHWRC”), within the jurisdiction of ReWorks, in Summit County, Ohio (the “HHWRC 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 HHWRC Program is contingent upon ReWorks’ determination, at its sole discretion, that the following minimum conditions have been met:

- (i) ReWorks has identified a Proposer that meets all of the requirements contained in this RFP (the “Selected Proposer”); and
- (ii) The Board of Trustees of ReWorks has budgeted the appropriated funds to implement the HHWRC Program; and
- (iii) the costs required to implement the Selected Proposer’s proposal does not exceed the amount of ReWorks funds available and approved to implement the HHWRC Program; and
- (iv) Final approval by the Board of Trustees of ReWorks has been received for (a) continued operation of the HHWRC and (b) selection of the Selected Proposer.

All proposals must be submitted to ReWorks in sealed envelopes clearly marked:

PROPOSAL:

**OPERATION OF
THE HOUSEHOLD HAZARDOUS WASTE RECYCLING CENTER for
ReWorks
SUMMIT COUNTY, OHIO**

All sealed proposals must be submitted to ReWorks on or before **2:00 p.m. EST, on Friday, February 2, 2018** (the "Deadline"). ReWorks will open the proposals received prior to the deadline at **2:10 p.m. EST, on Friday, February 2, 2018** in the conference room of ReWorks, located at 12 East Exchange Street, Third Floor, Akron, Ohio 44308. ReWorks will time and date stamp all sealed proposals which are received by the Deadline immediately upon receipt.

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
FX: 330-374-1819
mkress@summitreworks.com

Questions regarding this RFP must be submitted in writing via e-mail, fax or mail to Marcie Kress at the contact information above. No questions will be answered over the telephone.

NOTE: This RFP is being sent as a courtesy. 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 the above address.

SECTION 1 Proposal Instructions and Conditions

1.1 Scope of the Proposal

Proposers that submit proposals in response to this RFP are required to have experience in the collection, management and disposal of HHW. This RFP is designed to present interested Proposers with a description of the services required for implementation of the HHWRC Program and the format for responding to the RFP.

1.1A Interpretations and Addenda

No interpretation made as to the meaning of the RFP shall be binding on ReWorks unless issued in writing by ReWorks and distributed to all interested Proposers as an addendum to the RFP. All requests for interpretations or clarifications concerning this RFP shall be submitted in writing or by e-mail. The deadline for submitting questions is Friday, February 2, 2018. Request shall be addressed to:

Marcie Kress, Executive Director
Summit /Akron Solid Waste Management Authority
12 East Exchange Street, Third Floor
Akron, OH 44308
E-Mail mkress@summitreworks.com

All such requests for interpretation or clarification shall specify the section(s), subsection(s), paragraph(s), and page number(s) to which such request refers, and, the requestor's e-mail address so that replies to such requests can be made in a timely manner.

With regard to responses to requests for interpretation or clarification, the decision of ReWorks shall be final and binding upon all parties.

1.2 Preparation of Proposal

Proposals shall be prepared in accordance with the Proposal Response Format (Section 7). Proposals *not complying with the requirements of the Proposal Response Format may be considered non-responsive and may, on that basis, be removed from consideration.* Any Proposer responding to the RFP must be the primary Proposer that would be responsible for operating the HHWRC, and, if approved by ReWorks as the Selected Proposer, shall not subcontract operation of the HHWRC to another party. Any joint ventures and other non-primary contractual submissions must be fully defined by the primary Proposer.

Proposals may include provisions and/or terms and conditions not herein provided. However, all required aspects of the proposal must be included and such additional terms will be reviewed as part of the entire proposal. Before submitting a proposal, the

Proposer should be thoroughly familiar with all conditions referred to in these instructions and any addenda issued before the Deadline. Such addenda shall be considered a part of the RFP.

All copies and content of any proposal, attachment and explanations thereto, submitted in response to the RFP, except copyrighted material shall become the property of ReWorks. ReWorks reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein.

1.3 Proposal Timeline

Issuance of RFP by ReWorks	January 12, 2018
HHWRC Site Visit (OPTIONAL)	January 18 th , 2018 11:00a.m. EST
Deadline for Questions	January 26 , 2018
Proposal Deadline	February 2, 2018 2:00pm EST
Contract Award	March 2018
Service Begins	June 2018

1.4 Submission of Proposal

Proposers are cautioned that ReWorks will not accept proposals after the Deadline. All Proposers must submit at least one (1) hard copy of their proposal for ReWorks' review, marked as the original copy. One (1) complete soft (electronic) copy of the proposal in PDF format and contained on a CD or flash drive shall also be submitted. Proposers are responsible for ensuring that proposals are received by ReWorks prior to the Deadline.

Proposals may be withdrawn up to the Deadline by written request only, to Marcie Kress, Executive Director, at the above address.

All information submitted by Proposer in response to this RFP may be subject to disclosure under Ohio's Public Records Act, Ohio Revised Code 149.43. If a Proposer believes that any information in its proposal is exempt from disclosure because it constitutes trade secret information as defined by Ohio law, it shall mark – CONFIDENTIAL – TRADE SECRET INFORMATION" – in a clear and conspicuous manner on each and every page of the Proposal that contains confidential trade secret information.

It is not the ReWorks' responsibility to determine the legal validity of any trade secret designations or to defend against any public records request that seeks the disclosure of any information that has been designated as confidential or trade secret information by Proposer. To the extent a dispute arises over whether any such information or documentation constitutes trade secret information that is exempt from disclosure under the Public Records Act, then it shall be the responsibility of the Proposer to defend

against the public records request and to seek appropriate judicial relief, if necessary, to prevent the disclosure of such trade secret information.

In the event that the ReWorks receives a public records request for any information that has been designated by Proposer as containing confidential, trade secret information, then ReWorks shall notify Proposer and grant the Proposer with ten (10) business days to resolve the dispute with the party who made the public records or to apply for appropriate judicial relief to prevent the disclosure of any information that has been designated as confidential or trade secret information by the Proposer. Absent the timely resolution of the dispute with the party who made the public records request or the timely filing of a judicial action by the Proposer, the ReWorks will presume that the information is not trade secret information and shall respond to the public records request in accordance with the requirements of the Public Records Act.

By responding to this RFP and submitting a Proposal to the ReWorks, the Proposer agrees to indemnify, defend, and hold the ReWorks harmless from any damages, losses, or other expenses incurred by the ReWorks, including attorney fees, arising from the disclosure of any confidential or trade secret information by the ReWorks or from any litigation arising from a request to compel the disclosure of any confidential or trade secret information by the ReWorks.

1.5 HHWRC Site Visit (optional)

A HHWRC site visit will be held at **11:00 a.m., EST, on Thursday, January 18th, 2018** at the HHWRC, 1201 Graham Rd, Stow, OH 44224.

Proposers attending the meeting will be provided the opportunity to view the HHWRC and surrounding property. ReWorks personnel will be available to answer questions. ReWorks shall not be responsible for the dissemination of any additional information that may be presented at this meeting.

1.6 Expenses

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

SECTION 2 Selection Process

2.1 Proposal Evaluation

ReWorks reserves the right to consider other criteria that may be relevant to the selection process. ReWorks will evaluate the following:

- 2.1A Qualifications and experience of Proposer company/corporation and personnel and Proposer's ability to provide consistent, qualified staffing at HHWRC.
- 2.1B Response to technical information requests stated in *Section 9* of the RFP.
- 2.1C Total cost proposed to deliver services being requested;
- 2.1D Quality and overall clarity and organization and completeness of the proposal;
- 2.1E Waste acceptance and method of processing: Preference for recycling and innovative recycling or reuse methods; and
- 2.1F Positive review by three (3) references from most recent customers receiving similar services as stated in this RFP.

ReWorks may award a contract based upon proposals received without further discussion of such proposals. Accordingly, each proposal should be submitted with the Proposer's most favorable financial terms and service capabilities. ReWorks may, however, in its sole discretion, choose to negotiate different or additional terms and conditions with any Proposer submitting a response to this RFP, prior to, or subsequent to, such Proposer's evaluation by the recommendation of the Executive Director, or approval by the Board of Trustees.

ReWorks will select the Proposer that it believes offers the proposal that is in the best overall interest of ReWorks. ReWorks reserves the right to give added consideration (or no consideration) to special or unique features that may be included in any proposal.

ReWorks reserves the right to contact a Proposer for clarification of information submitted, to contact references, and to use other sources to obtain information that is deemed appropriate and that will assist ReWorks in the RFP evaluation process.

2.2 Basis for Rejection of Proposal

ReWorks reserves the right 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 Proposer selection process. Any proposal submitted in response to this RFP may be rejected from consideration if:

- 2.2A The proposal does not demonstrate the Proposer's ability to perform the services as specified;
- 2.2B The proposal does not follow the required format;
- 2.2C Any portion of the proposal is labeled "confidential and/or propriety."

2.2D Proposals submitted after the deadline.

2.2E Failure to submit required proof of insurance.

SECTION 3 Program Description

ReWorks offers Summit County residents the opportunity to properly dispose of their household hazardous waste through the HHWRC.

The operating season for the HHWRC is to be as follows. Please note the service hours for the RFP are one hour shorter than the hours in 2015.

Service Season: June through the end of September
Service Hours: Thursdays, 2:00pm to 7:00pm (5 hours)

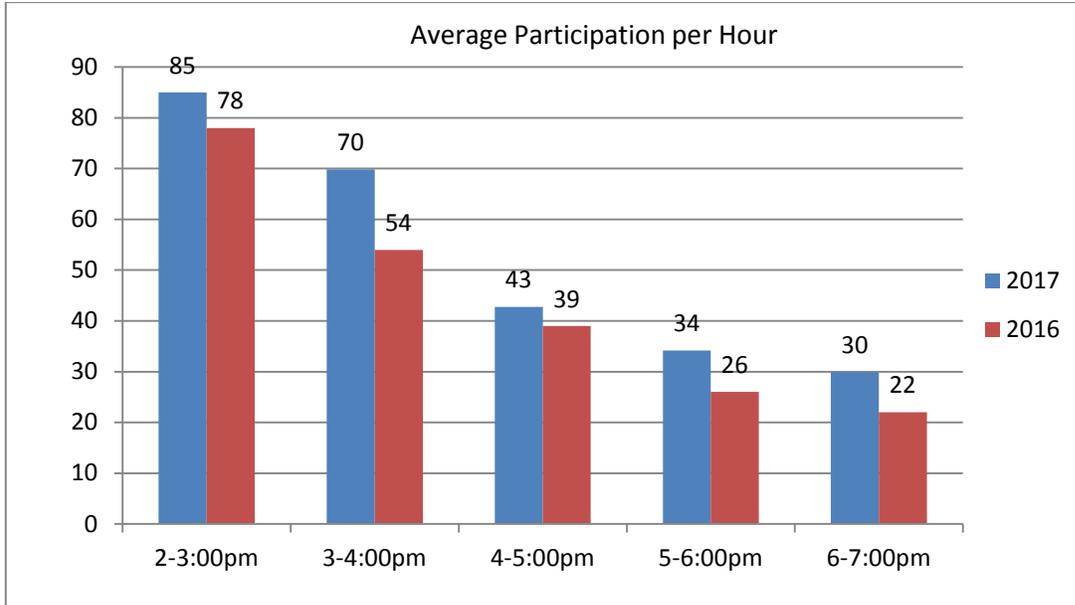
SECTION 4 Historical Information

The HHWRC has been operational since 1996, but for the purposes of this RFP, only statistics from 2015 to 2017 are presented below since they better reflect the operating season for this RFP.

- 4.1 Service Area and Population: Summit County, Ohio
Pop: 543,072 Households: 208,873 (Largest City: Akron: pop 199,110)
- 4.2 Years of Operation: 1996 – 2017
- 4.3 Location: 1201 Graham Road, Stow, Ohio 44224
- 4.4 2015-2017 Service Days and Hours Thursdays, 2:00pm to **7:00pm** [Note: in 2016, operating hours were decreased by 1 hour]
- 4.5 Existing Grounds and Building Layout - See Exhibit 1
- 4.6 History of Waste Streams Per Year -- See Exhibit 2
- 4.7 Existing and Needed Equipment - See Exhibit 3
- 4.8 Participation and Operating Season

	2015	2016	2017
Operating Season	<i>June thru Sept</i>	<i>June thru Sept</i>	<i>June thru Sept</i>
Service Days	Thurs 2-8	Thurs 2-7	Thurs 2-7
Total Participation (assume 1 car=1 household)	4,211	4,274	4,710
Total Service days	17	18	18
Avg cars thru HHWRC per service day	248	237	262
Lowest Participation Day	183	169	198
Highest Participation Day	420	316	375

4.9 Average Participation by Hour (2016-2017)



SECTION 5 Scope of Service

Proposers shall provide services and perform responsibilities that include, but are not limited to, the following:

- 5.1 Operational Responsibilities. Assume operational duties at the HHWRC and be directly responsible for collection, identification, segregation, packaging, and storing of material received.
- 5.2 Opening and Closing Procedures. Implement opening and closing procedures for both service days and operational season. Completion of these tasks shall leave the HHWRC in equal or better condition than when Proposer started services. Proposers must be prepared to promptly open to the public at the posted public opening time on each service day.
- 5.3 Staffing. Staff the HHWRC with qualified personnel to discharge all required functions. This includes, at a minimum, unloading materials brought in by residents and sorting, bulking and packaging all materials received. On operation day, the facility must be staffed with at least 8 personnel at the time we open to the public, but may exceed this on an as needed basis. (First month & last month of season)-the number of personnel can be reduced if participation is at a level that does not require 8 personnel and if mutually agreed upon by ReWorks and Selected Proposer during the later operational hours.

- 5.4 Safety Plans and Procedures. Provide a safety plan for the HHWRC, including, but not limited, to the identification of safety equipment to be provided by the Proposer, and plans for its location, use and coordination with safety forces, as well as the identification of emergency response procedures. Plan shall include a safety meeting to be conducted by the Proposer for all personnel on site and must be completed no later than 15 minutes prior to the opening to the public on each service day. Completed Health and Safety Plan due by final contract signing.
- 5.5 Waste Identification and Acceptance. Identify, reject or otherwise lawfully manage and dispose and/or recycle, reclaim unacceptable materials including “unknown” or unidentifiable substances, and nonresidential waste.
- 5.6 Opening & Closing Procedures. The Proposer shall follow set time procedures for the opening and closing of the HHWRC, not only for the daily operations, but also for seasonal opening and closing. Opening personnel must include at least one (1) site manager on site of operation day at least 1 hour prior to facility public opening and remaining personnel at least ½ hour before facility public opening. Proposer must maintain adequate personnel after 7:00 pm public closing time to make sure HHWRC is clean and waste is properly prepared for transport before leaving. Proposer must have seasonal opening ready at least one (1) week prior to public opening & must have seasonal closing completed by one (1) week after public closing.
- 5.7 Unacceptable Materials. The Proposer shall identify unacceptable materials like latex paint and business waste and reject all materials at the HHWRC. This should include identification of residential versus business waste and waste that is listed as unacceptable. NOTE: ReWorks does not want latex paint accepted at the HHWRC.
- 5.8 Ownership of HHW. Upon Proposer’s acceptance of HHW, ownership, risk of loss and all other incidents of ownership related to the HHW shall pass directly from the individual HHWRC participant to Proposer including, without limitation, obtaining any Federal, State and/or Local permits and/or authorizations to lawfully dispose of all materials collected.
- 5.9 Spill Response. Contain, control and clean up any spills occurring during collection, packaging or storing HHW to protect the public health and the environment.
- 5.10 Facilities for Disposition of Materials Received. Select lawful and appropriate treatment, storage and disposal and/or recycling sites for materials collected in the HHWRC Program. The sites shall be permitted and/or approved by U.S. EPA and Ohio EPA as hazardous waste treatment, storage, disposal and/or recycling facilities.
- 5.11 Reports. Provide such reports as requested by ReWorks including a monthly report on (a) all operations of the HHWRC conducted during: (i) that calendar month, and (ii) the calendar year to date, and (b) the disposition of all HHW accepted during: (i) that calendar month, and (ii) the calendar year to date. The reports shall be due no later than the Friday before monthly meetings of the Board of Trustees (second Tuesday of each

month) and detail the weights and types of materials collected the manner in which they were handled, disposed and/or recycled, and any non-routine incidents which occur.

- 5.12 Equipment. While ReWorks anticipates necessary equipment will include the items designated on Exhibit 3; the list of necessary equipment required of the Selected Proposer may be amended based upon information submitted in any proposal or otherwise obtained by ReWorks in the process of developing the layout of the HHWRC.
- 5.13 Supplies. Provide all supplies (e.g., drums, buckets, boxes, absorbent, labels, personal protective gear, appropriate shipping papers) necessary for the sorting, bulking, transportation, recycling, reclaiming, and/or disposing of materials. All waste containers shall be clearly labeled in accordance with all applicable laws and regulations.
- 5.14 Coordination with other ReWorks Contractors. Coordinate with other contractors ReWorks may utilize at the HHWRC. For example, ReWorks may contract with another company to provide personnel onsite to collect tires during operation of the HHWRC.
- 5.15 Required Recycling Percentage. Recycle, on an annual basis, a minimum of eighty percent (80%) of the materials brought to the HHWRC. Specific information on accepted waste streams and how waste streams will be processed, disposed, or recycled shall be provided in Exhibit 5.
- 5.16 Recycling and/or Reuse Methods. Pursue and explore innovative recycling and/or reuse methods for materials collected at the HHWRC.
- 5.17 Technical Assistance. Provide technical assistance and attend meetings as requested.
- 5.18 Performance Bond. A performance bond will be required to be posted. The exact mechanism and amount will be further defined in the contract negotiations.

SECTION 6 ReWorks' Responsibilities

- 6.1 Communication with the public;
- 6.2 Promotion of the HHWRC;
- 6.3 Provide equipment currently owned by ReWorks and listed on Exhibit 3
- 6.4 Surveying and educating residents at the HHWRC;
- 6.5 General building maintenance (structural);
- 6.6 Grounds maintenance;
- 6.7 Determining operating season and hours of the HHWRC; and
- 6.8 Fund and coordinate proper disposal/recycling of the following materials: tires, trash, cardboard, cooking oil and scrap metal.

SECTION 7 Proposal Response Format

Proposers are required to prepare their proposals in accordance with the instructions outlined in this section. All Proposers must submit at least one (1) hard copy marked as the original copy and one (1) complete electronic copy of the proposal in PDF format and contained on a CD or flash drive. Each proposal must be double sided, printed on recycled content paper, stapled in upper left hand corner and 12 pages or less (6 double sided pages). Resumes, Evidence of Insurance, Affidavit of Non-Collusion and Exhibits 4 and 5 do not count toward limit. All information included in the proposal must be presented in the order stated below:

Proposal Section 1: Letter of Transmittal

Signed by an officer of the Proposer authorized to commit the company to carry out the proposed Services in accordance with the requirements of the RFP and the proposal. The letter must state that all information contained in the proposal is true and accurate. It should be no longer than one page and is to be on company letterhead of the Proposer.

Proposal Section 2: Qualifications and Background *(reference RFP Section 7)*

- 2.1 Company History and Background
- 2.2 Experience and Qualifications
- 2.3 Compliance with the Law
- 2.4 Management Organization Structure
- 2.5 Personnel Qualifications

Proposal Section 3: Technical Proposal *(reference RFP Section 9)*

Proposals must respond directly to every technical information request stated in Section 9 of this RFP including a completed Exhibit 5.

Proposal Section 4: Service Fee Summary *(reference RFP Section 11)*

Proposers must complete a Service Fee Summary in the form of Exhibit 4.

Proposal Section 5: Evidence of Insurance *(reference RFP Section 13)*

Include evidence of insurance demonstrating compliance with RFP Section 13.

Proposal Section 6: Affidavit of Non-Collusion *(reference RFP Section 12)*

Proposers must complete an Affidavit in the form of Exhibit 6

SECTION 8 Proposer Qualifications and Background

8.1 Company History and Background

Proposer must provide a brief narrative of the Proposer's services and other pertinent information necessary to allow ReWorks to evaluate the Proposer's financial and business stability and ability to support the commitments set forth in response to this RFP.

8.2 Experience and Qualifications

Proposer must provide a description of previous experience operating or conducting the collection of HHW through either a permanent facility or similar operations. List at least three (3) most recent projects occurring within the last three (3) years. Provide a description of the number of personnel involved, the employer of personnel involved that were not employed by the Proposer (e.g. name of temporary employment agency, etc.), number of sites, number of vehicles participating, approximate time to process each vehicle, types and total amounts of waste collected in such other facilities and the specific services provided by the Proposer. The name, location and phone number of the disposal and/or recycling facilities used for these projects should be presented. Problems identified during and/or related to these projects should also be explained. The name of a project reference contact, title and telephone number should be included with each description.

8.3 Compliance With the Law

The HHWRC Program operations to be conducted by the Selected Proposer shall be "full service," (i.e., the Selected Proposer shall lawfully receive, evaluate, manage, store, bulk, package, prepare for transportation, load, manifest, transport and dispose and/or recycle, all materials collected at the HHWRC). The Selected Proposer's performance of these services shall be in full compliance with all applicable Federal, State, and Local laws, including, but not limited to, the Resource Conservation and Recovery Act (RCRA), the Occupational Safety and Health Act (OSHA), the Clean Water Act (CWA), the Hazardous Materials Transportation Act (HMTA), and the Ohio Revised Code, and all regulations, rules, orders, and/or other requirements thereunder, including, but not limited to those issued by the U.S. Environmental Protection Agency (U.S.EPA), the U.S. Department of Transportation (DOT), the Ohio Environmental Protection Agency (Ohio EPA), the Ohio Department of Transportation (ODOT), the Ohio State Fire Marshal, and the Public Utility Commission of Ohio (PUCO).

Proposer shall include in the proposal copies of all notices of violations and/or deficiencies, administrative orders, and/or other enforcement actions taken by regulatory agencies in the last three (3) years in connection with all HHW collection program(s),

HHW facility(ies), and/or other hazardous waste facility(ies) which the Proposer owns, operates or is otherwise affiliated. Proposer should also provide any letters of commendation or other awards or recognition.

8.4 Management Organization Structure.

- 8.4A Provide a project organization chart identifying the project manager and personnel required for this project.
- 8.4B Provide number, role, and responsibility of personnel before during and after operations. Specify those personnel who have and those who do not have OSHA certification. Specify type of position provided through a subcontractor and the name of the subcontracting employer (e.g. temporary employment agency, fire department, haz mat team). Note that the use of subcontractor personnel provided by the Selected Proposer will be subject to approval by ReWorks.
- 8.4C Explain the efforts taken to ensure personnel will be consistent (i.e. predominantly the same personnel each week) throughout the HHWRC season. The Proposer should describe appropriate personnel and account for both peak and normal participation operation times.
- 8.4D The Proposer shall describe each subcontractor's qualifications and experience. Provide examples of subcontractor's work, including descriptions of similar projects.

8.5 Personnel Qualifications

- 8.5A Describe the relevant experience and qualifications of key personnel who will be assigned to this project.
- 8.5B Provide brief resumes for each of the key personnel. Resumes are not counted as part of the page limit.

SECTION 9 Technical Information Request

Proposers shall respond to each item below.

- 9.1 Recycling and/or Reuse Methods. Explain ongoing efforts to identify and implement innovative recycling and/or reuse methods for materials collected at the HHWRC.
- 9.2 HHWRC Building/Outdoor Layout. Provide a layout of the internal operations at the HHWRC. The layout shall include, at a minimum: i) the identification of all waste streams at the HHWRC, ii) the specific location of where all waste streams will be placed in the HHWRC building, and iii) traffic flow patterns for the carts of materials

unloaded from residents. Include layout of any equipment (trucks, pallets, roll-offs, etc.) kept outdoors.

9.3 Audit Facilities: Describe standards, such as financial stability and regulatory compliance, used to determine or select final disposal and/or recycling facilities utilized by the Proposer (e.g., landfill, incinerator, recycling, treatment).

9.4 Waste Acceptance and Handling Methods: Identify the types of waste accepted and the method of how that waste will be processed on Exhibit 5: Waste Acceptance and Handling Method.

SECTION 10 Contract Term

The proposed term for the HHWRC Program contract is two (2) years (“Contract Term”). ReWorks may renew the Contract Term one (1) additional two-year period; provided, however, that providing such extension(s) shall be subject to the sole discretion of the ReWorks.

SECTION 11 Service Fee Structure

Proposed HHWRC Program costs shall be an all-inclusive fee for service, and shall include, without limitation all expenses related to labor, transportation, supplies, administration and lawful disposal or other disposition of HHW collected at HHWRC. Proposers submitting proposals must complete a Service Fee Summary in the form of Exhibit 4. The Service Fee Summary shall include an all-inclusive fee for the initial Contract Term ending December 31, 2019. In addition, each Proposer shall provide an additional fixed all-inclusive fee for the years 2020 and 2021 should ReWorks determine to exercise its option to renew the Contract Term for the one (1) additional two-year period; after December 31, 2019.

SECTION 12 Non Collusion Affidavit

The Selected Proposer shall not be in collusion with any other entity for bidding purposes for this proposal. A signed affidavit in the form of Exhibit 6 must accompany bid.

SECTION 13 Insurance Requirements

13.1 Evidence of Insurance. The Proposer shall submit to ReWorks with the Selected Proposer’s written proposal to provide HHWRC Program services, valid certificates evidencing the insurance policies and coverages required of the Selected Proposer and all subcontractors pursuant to the Section 8 of the attached sample agreement, original copies of the policies and all endorsements to any such policies

SECTION 14 General Information

- 14.1 ReWorks is an Equal Opportunity Employer and does not discriminate against Proposers due to their race, color, marital status, religion, age, sex, national origin, handicap, creed or sexual orientation.
- 14.2 ReWorks strongly encourages Women-Owned Proposers, Minority-Owned Proposers and community-based organizations to submit qualifications and proposals. “Women-Owned Proposers” shall mean those Proposers that are at least fifty-one percent (51%) owned and controlled by women. “Minority-Owned Proposers” shall mean those Proposers 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.
- 14.3 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.
- 14.4 In the event that it becomes necessary to revise any part of this RFP, ReWorks shall provide an addendum to all Proposers who have received a copy of this RFP from ReWorks.
- 14.5 ReWorks shall not be liable for any costs incurred by the Proposer prior to entering into a contract.
- 14.6 The Selected Proposer will be required to assume responsibility and liability for all the services offered in the Selected Proposer’s proposal, whether or not such services are directly performed by the Selected Proposer. Further, the Selected Proposer will be the designated point of contact for ReWorks with regard to contract matters.
- 14.7 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.
- 14.8 Any contract entered into with ReWorks will require the Selected Proposer to comply with all applicable Federal, State and Local laws, regulations and any applicable requirements thereunder.
- 14.9 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.

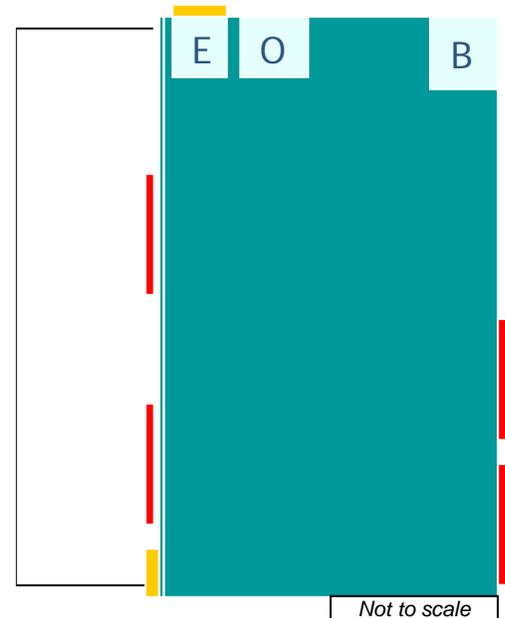
EXHIBIT 1- HHWRC Building and Grounds Layout

Building Size

- 80' x 30' Pole Bldg. (2,400 sq. ft.)
- 10' Overhang

Building Layout

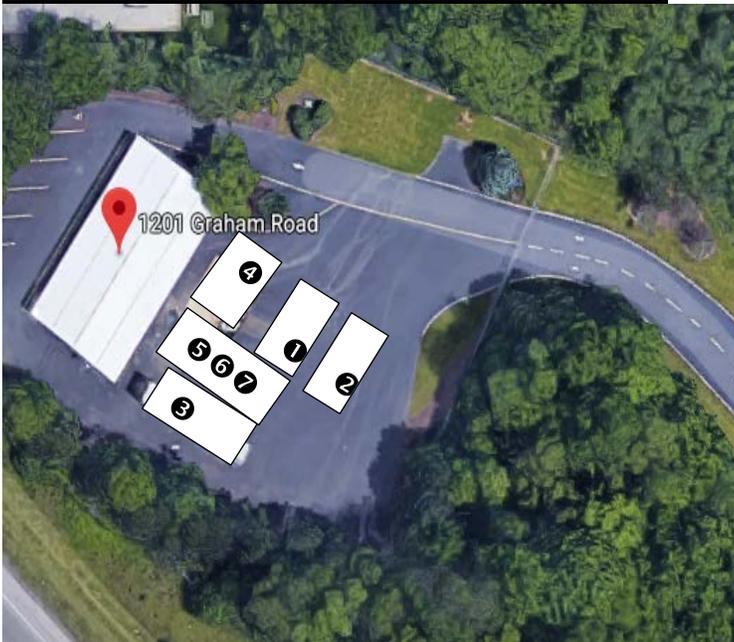
- 4 loading doors (red)
- 2 man doors (yellow)
- Electrical Room ("E")
- Office ("O")
- Bathroom ("B")



Safety Features

- Explosion proof indoor lighting
- Vent hood
- 300 gallon trench drain containment
- Oil interceptor-24 cubic foot holding capacity
- Electrical positive pressure room

Site Layout (sample-not to scale)



1. 53' HHW Trailer
2. 53' HHW Trailer (if needed)
3. 48' Scrap Tire Trailer
4. Scrap Metal Lugger
5. 8 yd. Recycle Dumpster
6. 8 yd. Recycle Dumpster
7. 8 yd. Waste Dumpster



Lead, Teach, Act — Target Zero

Request for Proposal
Household Hazardous Waste Recycling Center
Operating Seasons 2018-2019

EXHIBIT 2- History of Waste Streams

	2015	2016	2017
Aerosols	14,350	13,827	14,371
Antifreeze			12,997
Asbestos	549	209	1,072
Batteries-Alkaline	7,017	7,484	7,977
Batteries-Car/Lead Acid	8,227	11,671	12,958
Batteries-Car/Lead Acid Leaking	186		
Batteries-Lithium	240	387	305
Batteries-Nickel Cadmium	847	996	1,195
Cleaners-acid	2,421	3,159	4,344
Cleaners-basic	5,394	4,311	6,559
Cyl- Refrigerants (lecture)	19	264	202
Cyl-Acetylene	72		-
Cyl-Carbon dioxide (lecture+cartridge)	84	71	8
Cyl-Oxygen	25	44	7
Cyl-Part A insulation	20		
Cyl-Part B insulation	10		
Cyl-Propane (Lecture)	1,183		
Cyl-Propane Grill Size	4,150		
Cyl-Propane (Lecture + Grill)		4,930	6,785
Dangerous when wet lab pack	80	10	14
Fire Extinguishers-Reused	1,269	1,021	1,611
Flammable solid lab pack	60	146	98
Flourescent Bulbs-U Shape	839		20
Fluorescent Bulbs-4 foot	2,241	2,845	4,608
Fluorescent Bulbs-8 foot	540	921	1,048
Flourescent Bulbs-U Shape, HID, CFL		1,232	1,294
Gasoline/Solvents		27,824	16,336
Gasoline/Solvents/Antifreeze	38,420		
HID Bulbs	110		
Hydrofloric acid lab pack	88		
Lead/lead paint chips	66		
Lighters		11	18
Mercury-Thermomtr, Thermost, Sw itch	101	37	98
Mercury-Elemental		71	
Misc lab pack	28	198	34
Non-PCB ballasts	389	83	184
Organic acid lab pack	875		9
Organic peroxide lab pack	2	23	22
Oxidizer lab pack	435	852	1,159
Paint-Oil Based + Flammables (adhesives, nail polish, thinne		68,237	75615
Flammables (adhesives, nail polish, small paint cans)	15,215		
Paint-Oil based	56,444		
Paint-Latex-Recycled	NO latex	NO latex	NO latex
PCB Ballasts		426	111
Pesticide/Herbicide Liquid	13,643	11,062	21,892
Pesticide/Herbicide Solid	14,506	12,547	15,812
Road Flares	82		61
Toxic solid lab pack	37		
Waste Oil Bulk	35,518	35,160	33,000
Plastic Oily Bottles for Engineered Fuel			10,423
TOTAL POUNDS COLLECTED AT HHWRC	225,782	210,059	252,247



Lead, Teach, Act — Target Zero

Exhibit 3 Equipment List

Request for Proposal
Household Hazardous Waste Recycling Center
For operating seasons 2018-2019

ReWorks Owned	X	ReWorks Owned cont.	X	Contractor Owned	X
Air Impact wrench		Air hose			
Barn		Black Metal Cabinet			
Big Fans (2)		Beige multi-drawer organizer			
Bookshelf		Crosscut saw			
Chairs (25)		Grease Gun			
Drum Containments (2)		Hand Drill			
Extension Cords (All)		Hose from oil sink to tote			
Fire Extinguishers (9)		Hose Reel			
Flags- USA & Ohio		Long Ladder- 12 ft			
Fork Lift		Mop and mop bucket			
Garden hoses (4)		Office Desk			
Kerosene container (5-gal blue)		Oil Pump			
Gas container (red)		Oil Tank Sink/baskets			
Gator-John Deere		Painting Supplies(rolls/pan)			
Grounding Wires		Short step ladder			
Locks-barn, oil tank, tire, gate, propane		Spray Nozzle for Hose (2)			
Mobile Lighted Sign (w/ letters)		Tall cones w/ black base (2)			
Plastic Lumber picnic table		Traffic Cones-orgng reflctv(10)			
Plastic Lumber trash containers (4)		Traffic flash light			
Prodevia		Turbo Heater			
Propane tanks (2-30gal)		Water Cooler			
Reflective Vests (3)		Water Sump			
Rubbermaid Food Storage Unit		Yellow A-Frame Signs (5?)			
Safe		Stapler 18 Gauge kit			
Screen House					
Single Can lid remover					
Splash Containment (2)					
Table Containments (4)					
Table Top Containments (9)					
Tables (4)					
Telephone & remote extensions					
Tools (All) TAG					
Traffic Cones w/ black bottom (15)					

Exhibit 4 HHWRC - Service Fee Summary

From RFP:

SECTION 10 Service Fee Structure

Proposed HHWRC Program costs shall be an all-inclusive fee for service, and shall include, without limitation all expenses related to labor, transportation, supplies, administration and lawful disposal or other disposition of HHW collected at HHWRC. Proposers submitting proposals must complete a Service Fee Summary in the form of Exhibit 4.

	Weight Range (lbs)			Operating Season: 2018-2019	<i>(Optional 2 year renewal)</i> Operating Season: 2020-2021
Increase in Weight	280,003	and	more		
	266,002	to	280,002		
	252,001	to	266,001		
BASE	217,000	to	252,000		
Decrease in Weight	216,999	to	202,999		
	202,998	to	188,998		
	188,997	and	less		

EXHIBIT 6
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: _____

**AGREEMENT FOR THE OPERATION OF THE
SUMMIT/AKRON SOLID WASTE MANAGEMENT AUTHORITY HOUSEHOLD
HAZARDOUS WASTE RECYCLING CENTER**

This Agreement (“Agreement”) is entered into as of this _____, 2018 (the “Effective Date”), by and between the **SUMMIT/AKRON SOLID WASTE MANAGEMENT AUTHORITY dba ReWorks**, a regional solid waste management authority organized under Chapter 343 of the Ohio Revised Code with its offices located at 12 East Exchange Street, Third Floor, Akron, Ohio 44308 (the “**Authority**”), and **[CONTRACTOR]**, a[n] _____ which has its principal office located at _____ (“**[Contractor]**”), for the collection and recycling of household hazardous waste generated by residents located in Summit County, Ohio. The Authority and [Contractor] hereinafter shall be referred to collectively as the “**Parties.**”

WHEREAS, the Authority owns a household hazardous waste collection and recycling center located at 1201 Graham Road, Stow, Ohio 44224 to which certain household hazardous wastes generated by residents located within Summit County, Ohio are brought for collection, recycling and proper disposition.

WHEREAS, [Contractor] can provide such services and is in the business of and has the expertise, experience, resources and capability to develop a program for and perform the collection, storage, evaluation, packaging, labeling, and transportation for proper recycling and disposition of said wastes.

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:

SECTION 1 **Definitions.**

1.1 **Agreement.** This Agreement is comprised of: (a) this Agreement, (b) the RFP attached hereto as Exhibit A, (c) the Proposal attached hereto as Exhibit B, (d) the Pricing Structure attached hereto as Exhibit C. No routine correspondence or preprinted forms, quotation forms, invoices, or routine acknowledgments with preprinted terms and conditions will be effective amendments of this Agreement. This Agreement shall not be amended without the written agreement of both of the Parties.

1.2 **Hazardous Materials** “**Hazardous Materials**” shall mean each and every element, compound, chemical, chemical mixture, product, contaminant, pollutant, material, waste or other substance which is defined, determined or

identified as hazardous or toxic and/or otherwise regulated under any federal, state or local environmental law, including, but not limited, to: (a) “**Hazardous Substances**” as defined in the Comprehensive Environmental Response Compensation and Liability Act (“**CERCLA**”), as amended, and regulations promulgated thereunder; (b) “**Hazardous Waste**” as defined in the Resource Conservation and Recovery Act (“**RCRA**”), as amended, and regulations promulgated thereunder; (c) “**Chemical Substance**” or “**Mixture**” as defined in the Toxic Substances Control Act (“**TSCA**”), as amended, and regulations promulgated thereunder; (d) “**Extremely Hazardous Substances**” and “**Toxic Chemicals**” regulated under the Emergency Planning and Community Right to Know Act (“**EPCRA**”), as amended, and regulations promulgated thereunder; (e) “**Hazardous Materials**” as defined in the Hazardous Materials Transportation Act (“**HMTA**”), as amended, and regulations promulgated thereunder; and (f) any effluents, emissions, solid wastes, infectious wastes, radioactive wastes, petroleum or petroleum-derived wastes, and any other items defined or regulated as hazardous, special or toxic materials, substances or wastes.

- 1.3 **HHW.** “**HHW**” shall mean household hazardous waste, as that term is defined in Ohio Administrative Code rule 3745-27-01(H)(4), and shall also include any used oil and/or universal waste generated by Summit County household residents.
- 1.4 **HHWRC.** “**HHWRC**” shall mean the Household Hazardous Waste Recycling Center, which includes the approximately 2,400 square feet of building space and associated vehicle traffic movement and parking areas, located at 1201 Graham Road, Stow, Summit County, Ohio. The HHWRC also includes the driveway which extends from Graham Road to the building space and traffic and parking areas described above, for which the Authority has obtained a property easement from Carter Lumber.
- 1.5 **HHWRC Program.** “**HHWRC Program**” shall mean all operations and activities conducted at and/or related to the HHWRC, including, but not limited, to the Services (as defined below) provided by [Contractor] and/or any other services, tasks and/or activities conducted by [Contractor] and/or [Contractor]’s contractors and/or subcontractors related to the HHWRC.
- 1.6 **Non-Conforming Waste.** “**Non-Conforming Waste**” shall mean all wastes, substances or materials delivered to the HHWRC that are not HHW.
- 1.7 **Pricing Structure.** “**Pricing Structure**” shall mean the pricing for the provision of services attached hereto as Exhibit C.

1.8 **Proposal.** “**Proposal**” shall mean the Project Proposal dated _____, 2018 submitted by [Contractor] in response to the Authority’s RFP and attached hereto as Exhibit B.

1.9 **RFP.** “**RFP**” shall mean the Request for Proposal Household Hazardous Waste Recycling Center for operating seasons 2018-2019, issued by the Authority in January 2018 and attached hereto as Exhibit A.

1.10 **Services.** “**Services**” shall mean the tasks, activities and obligations described in Section 3 of this Agreement (*[Contractor]’s Responsibilities*).

SECTION 2 **Term of Agreement; Termination Provisions.**

2.1 **Term.** This Agreement shall become effective when signed by both the Authority and [Contractor], and shall continue in full force and effect until the earlier of (a) December 31, 2019 (**the “Termination Date”**) or (b) the Authority terminates this Agreement in accordance with the provisions set forth below. Unless terminated earlier in accordance with Section 2.2(a) below, this Agreement shall terminate on the Termination Date. Notwithstanding the foregoing, the Authority may, in writing, extend the operation of this Agreement for one (1) additional two-year period; provided, however, that providing such extension(s) shall be subject to the sole discretion of the Authority.

2.2 Absolute Termination.

2.2A The Authority reserves the right to terminate this Agreement at any time upon thirty (30) days written notice to [Contractor] (“**Notice of Termination**”) and without further liability to [Contractor] or any other party, if, in the Authority’s sole absolute judgment, any of the following occur (in any case, an “**Absolute Termination**”): (i) the Authority determines that it does not have sufficient funds available to continue to satisfy its obligations under Section 4 of this Agreement (*Payment Terms*); (ii) regulatory or operational difficulties make continued operation of the HHWRC infeasible; (iii) loss of a necessary authorization for use of the HHWRC occurs; (iv) there is insufficient participation by the public at the HHWRC; (v) [Contractor]’s non-performance of Services and (vi) [Contractor] materially breaches any provision of this Agreement. Absolute Termination shall be effective on the thirtieth (30th) day from the date of the Notice of Termination.

2.2B Termination of this Agreement pursuant to an Absolute Termination shall not alter the Authority’s obligation to pay, pursuant to Section 4 of this Agreement (*Payment Terms*), for Services performed by [Contractor] up to (but not including) the effective date of the termination, but shall terminate

all of the Authority's other obligations under this Agreement. In addition, upon receipt of a Notice of Termination under the foregoing circumstances, [Contractor] shall remove all HHW and Non-Conforming Waste from the HHWRC accepted by [Contractor] during the Term of Agreement, and properly recycle and/or dispose of all such HHW and Non-Conforming Waste in accordance with all applicable laws before the effective date of termination.

2.3 **Termination Without Cause.** Other than as provided in Section 2.2(a) above, either party may terminate this Agreement without cause prior to the Termination Date by providing the other party written notice. Termination without cause will be effective ninety (90) days after the date of such written notice.

2.4 **Survival.** The terms and provisions of Section 9 of the Agreement (*Representations; Warranties; Indemnification*) shall survive the termination or other expiration of this Agreement.

SECTION 3

[Contractor]'s Services.

3.1 [Contractor]'s obligations under this Agreement shall include, but shall not be limited, to: (a) the unloading, collection, storage, sorting, packaging, labeling, arranging for recycling and/or proper disposition, transportation for recycling and/or proper disposition, and recycling and/or proper disposition off-site of all HHW and Non-Conforming Waste accepted at the HHWRC in accordance with Section 6, and (b) the proper operation of the HHWRC and HHWRC Program, in accordance with: (i) this Agreement, (ii) the RFP (iii) the Proposal, and (iv) all applicable federal, state and local laws and regulations. The Authority and [Contractor] acknowledge and agree that certain provisions of this Agreement may differ from the Proposal submitted by [Contractor]. [Contractor] agrees that to the extent that this Agreement contains terms that differ from the terms set forth in the Proposal, then the terms of this Agreement shall supersede the Proposal and shall govern [Contractor]'s provision of the Services for the HHWRC Program.

3.2 **Use of HHW.** [Contractor] will use its best efforts to recycle, reclaim or reuse all HHW it accepts, and shall reclaim, recycle or reuse a minimum of eighty percent (80%) of all HHW it accepts. After exhausting reasonable opportunities for the recycling, reclamation or reuse of HHW, all remaining HHW shall be transported to a permitted hazardous waste treatment, storage or disposal facility or a solid waste landfill for proper disposition, in compliance with all applicable laws. [Contractor] shall manage and operate the HHWRC so as to qualify as a "legitimate recycling facility" under the laws and regulations of the State of Ohio as set forth in OAC 3745-27-01(L)(2) and 3745-27-03(A)(6). [Contractor] shall maintain the HHWRC in a clean and orderly fashion.

- 3.3 **Use of Vendors and Facilities.** [Contractor]’s Proposal identifies the names of end-user vendors and facilities who will provide services to [Contractor] under this Agreement. In the event that [Contractor] changes any end-user vendor or facility, [Contractor] shall notify the Authority in writing of such change not later than ten (10) business days after such change. [Contractor] shall be responsible for all actions of end-user vendors and facilities it uses to satisfy its obligations under this Agreement. [Contractor] shall be responsible for the selection of all transporters and facilities used for the recycling and/or other disposition of all HHW, Non-Conforming Waste brought to the HHWRC.
- 3.4 **Standard of Care.** [Contractor] shall perform the Services in a manner consistent with generally accepted professional practices and with the level of care and skill ordinarily exercised by members of [Contractor]’s profession that perform similar environmental services and practice contemporaneously under similar conditions.
- 3.5 **Performance Bond.** On or before April 1, 2018 and thereafter throughout the term of this Agreement and any extensions thereof, [Contractor] shall provide the Authority with a performance bond in the amount of three hundred fifty thousand dollars (\$350,000) in form and substance reasonably satisfactory to the Authority.
- 3.6 **Services.** [Contractor]’s tasks and services identified in this Section 3 of this Agreement are hereafter collectively referred to in this Agreement as “**Services.**”

SECTION 4 Payment Terms.

- 4.1 **Compensation.** As sole consideration for the Services, [Contractor] shall be paid in accordance with the Pricing Structure attached hereto as Exhibit C. If the Authority determines to extend the Agreement for one two-year period in accordance with Section 2.1 of this Agreement, then Contractor shall be paid in accordance with the pricing for Years 3 and 4 listed on the Pricing Structure attached hereto as Exhibit C.
- 4.2 **Invoices.** [Contractor] shall submit monthly invoices for its Services in accordance with the terms contained in the Pricing Structure attached hereto as Exhibit C. The Authority will promptly review and approve for payment the prior month’s invoice after the end of that month, provided that: (a) such invoice meets the terms contained in Exhibit C, and (b) [Contractor] has submitted to the Authority, in accordance with Section 7.3 of this Agreement, a complete and accurate monthly report for the prior month.

SECTION 5

Delivery to and Acceptance of HHW at the HHWRC.

- 5.1 **Delivery.** [Contractor] shall have no responsibility for the transportation of HHW to the HHWRC, or for the packaging, labeling or other handling of HHW prior to [Contractor]'s acceptance of HHW at the HHWRC.
- 5.2 **Acceptance of HHW.** [Contractor] will be deemed to have accepted HHW brought to the HHWRC when it receives delivery of materials from a participant at the HHWRC and determines those materials to be HHW in accordance with [Contractor]'s professional judgment and this Agreement. [Contractor] shall be responsible for rejecting any materials that, in [Contractor]'s professional judgment, are considered to be Non-Conforming Waste.
- 5.3 **Ownership of HHW.** Upon [Contractor]'s acceptance of HHW, ownership, risk of loss and all other incidents of ownership related to the HHW shall pass directly from the individual HHWRC participant to [Contractor]. At no time shall ownership, risk of loss or any other incidents of ownership or possession or control be in or with or shift to the Authority.
- 5.4 **Abandoned Non-Conforming Waste.** In the event any Non-Conforming Waste is abandoned by a participant/resident at or near the HHWRC, [Contractor] shall have no obligation to handle such abandoned material unless and until specifically agreed upon between the Authority and [Contractor] in a written change order detailing the services to be performed and the associated costs. Except as otherwise provided herein, [Contractor] shall have no obligation or responsibility with respect to materials which are not tendered and accepted in accordance with this Agreement.

SECTION 6

Non-Conforming Waste.

Neither [Contractor] nor the Authority intend for [Contractor] to accept Non-Conforming Waste, however both parties recognize that Non-Conforming Waste could be brought to the HHWRC, and therefore the Parties have included the following provisions within this Agreement.

- 6.1 In the event that [Contractor] determines materials tendered for delivery at the HHWRC to be Non-Conforming Waste, [Contractor] shall, in its sole discretion and risk, refuse delivery thereof prior to its acceptance of same. It is a fundamental premise of this Agreement that [Contractor] has represented itself to have the expertise, experience, resources and capability to: (a) determine during the course of the HHWRC Program whether materials tendered for delivery are HHW or Non-Conforming Waste, (b) accept possession of such materials, (c) properly store, evaluate, handle and manage all materials which have been accepted, and (d) properly recycle and/or dispose and/or transport for proper

recycling and/or disposition such materials once they have been accepted. The Authority disclaims any representation that it has such ability and disclaims any intention to assume any responsibility in this regard. As between [Contractor] and the Authority, at no time shall the Authority act or be deemed to have acted in a manner that allocates to the Authority, rather than [Contractor], ownership, risk of loss, other incidents of ownership or possession or control of HHW or any other materials tendered for delivery or actually accepted at the HHWRC.

- 6.2 After acceptance of HHW by [Contractor] at the HHWRC, no later determination by any party that such material is Non-Conforming Waste shall be deemed to relieve [Contractor] of its obligations, responsibilities, representations or liabilities concerning the accepted Non-Conforming Waste. Such obligations, responsibilities, representations and liabilities shall fully apply to both HHW and to Non-Conforming Waste after any acceptance by [Contractor] of delivery. A frequent pattern of acceptance of Non-Conforming Waste shall constitute non-performance of Services by [Contractor]. [Contractor] shall be solely responsible and obligated to promptly, properly and lawfully store, evaluate, manage, handle, package, label and dispose and/or transport for lawful and proper recycling and/or other disposition of all materials it accepts, regardless of whether the material is HHW or Non-Conforming Waste.
- 6.3 Notwithstanding the foregoing, in the event [Contractor] accepts Non-Conforming Waste that is of a nature that: (a) applicable law permits storage or handling by [Contractor] at the HHWRC, (b) requires special handling beyond the capabilities of [Contractor], or (c) applicable law prohibits storage or handling by [Contractor] at the HHWRC, [Contractor] shall immediately make arrangements in accordance with applicable law to promptly engage an entity or firm capable of lawfully transferring and disposing of the same. If the Non-Conforming Waste is not of the foregoing nature, then [Contractor] shall recycle and/or dispose of all Non-Conforming Wastes that it accepts at the HHWRC in the same manner as required in Section 3.2 of this Agreement.

SECTION 7 Records Retention and Reporting.

- 7.1 **Records Retention.** At all times throughout the term of this Agreement, [Contractor] shall prepare and maintain full and complete records of all activities related to this Agreement, to the operation of the HHWRC, and to [Contractor]'s provision of Services (collectively, **the "HHWRC Records"**). For a period of not less than five (5) years following termination or expiration of this Agreement, or longer as required by applicable law, [Contractor] shall keep and maintain all HHWRC Records in reasonably orderly fashion. [Contractor] shall not destroy or otherwise dispose of HHWRC Records without first providing the Authority with reasonable advance written notice thereof, and providing the Authority with a reasonable opportunity to obtain and/or copy such records.

7.2 **Access to and Copies of Records.** The Authority shall, at all times throughout the term of this Agreement and for five (5) years following the termination or expiration of this Agreement, have access to all HHWRC Records generated by [Contractor] and/or in [Contractor]'s possession related to this Agreement, operation of the HHWRC, and/or [Contractor]'s provision of Services. [Contractor] shall at no cost promptly provide the Authority with copies of HHWRC Records requested by the Authority.

7.3 **Monthly Reports.** For each calendar month throughout the term of this Agreement, no later than the Friday before monthly meetings of the Board of Trustees (the second Tuesday of each month), [Contractor] shall prepare and deliver to the Authority a report documenting: (a) all operations of the HHWRC conducted during: (i) that calendar month, and (ii) the calendar year to date, and (b) the disposition of all HHW (and, if applicable, all Non-Conforming Waste) accepted by [Contractor] during: (i) that calendar month, and (ii) the calendar year to date. The report shall describe, at a minimum, the following in reasonable detail:

7.3A status of the HHWRC;

7.3B types and amounts of: (i) HHW, (ii) Non-Conforming Waste, and/or (iii) other materials accepted during the calendar month;

7.3C disposition of all: (i) HHW, (ii) Non-Conforming Waste, and/or (iii) other materials accepted during the calendar month, specifically identifying, at a minimum, the: (i) types, (ii) volumes, (iii) locations, and (iv) manner of recycling and/or disposal of the same (including, but not limited, to the volume and type of HHW recycled, reclaimed or reused). In addition, [Contractor] shall also include the information set forth in this Section 7.3 (c) for all HHW, Non-Conforming Waste and/or other materials being stored at the HHWRC during the calendar month and which have not yet been sent off-site for recycling and/or disposal.;

7.3D whether any spills or releases occurred during the calendar month; and

7.3E actions taken with respect to any such spills or releases that occurred.

7.3F If this Agreement is terminated as provided in Section 2.2 of this Agreement, [Contractor] shall promptly prepare and deliver to the Authority a final report which provides a summary of the items included in Section 7.3 of this Agreement for the period of time up to the effective date of termination.

7.4 **Manifests.** [Contractor] shall, upon request of the Authority, include with each monthly report a copy of all manifests prepared during that month related to the conduct of its Services and the HHWRC Program; however, it being understood that certain manifests may not yet be signed by the treatment, storage or disposal facilities (“**TSDFs**”) identified on such manifests at the time the manifests are attached to said report. Copies of all completed manifests signed by the TSDFs shall be provided to the Authority promptly following receipt by [Contractor].

SECTION 8

Insurance

8.1 For any Service under the Contract, and for the duration of the Contract Term and any extension(s) thereof, and for a minimum of five (5) years after the expiration of the Contract Term and any extensions thereof; the Contractor and all subcontractor(s), shall purchase and maintain at their own expense insurance coverage as specified below, and the Contractor must promptly furnish to Authority certificates of insurance (in accordance with Section 8) giving evidence that the following insurance coverages are in force.

All insurance required of the Contractor and all subcontractors hereunder shall cover damages and liability arising out of, related to, and/or resulting from HHWRC Program services rendered, or which should have been rendered, pursuant to the Contract.

The termination of the Contract by either party prior to its natural expiration shall not relieve Contractor of the obligations imposed upon it under this Section 10; notwithstanding anything to the contrary contained herein, the Contractor shall be required to purchase and maintain insurance throughout the Contract Term and any extension(s) thereof, plus the five (5) year period following such date of early termination prior to the Contract’s natural expiration.

8.2 **Auto Liability Insurance.** Auto Liability Insurance for Owned, Non-owned and Hired Vehicles with a limit of not less than Five Million Dollars (\$5,000,000) minimum annual combined single limit, including coverage for bodily injury and property damage; such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Contractor and/or any of its subcontractors. The coverage must be endorsed with ISO Form CA 99 48, or a substitute form providing equivalent coverage, to include without limitation, coverage respecting liability arising out of the transporting, loading or unloading of any materials, substances and/or wastes regulated under any regulation or laws.

8.3 **Workers’ Compensation.** Workers’ Compensation Insurance with statutory limits with all states endorsement. Employers’ Liability with an annual limit of not less than Five Million Dollars (\$5,000,000) bodily injury by accident, each

accident, Five Million Dollars (\$5,000,000) bodily injury by disease, each employee, and Five Million Dollars (\$5,000,000) bodily injury by disease, policy aggregate minimum coverage. The Contractor and/or its subcontractors shall subscribe to and comply with, throughout the Contract Term and any extension(s) thereof, the Workers' Compensation laws of the State of Ohio and shall pay such premiums as are required hereunder. The Contractor shall, thirty (30) days prior to commencement of providing HHWRC Program services under the Contract and periodically thereafter, provide Authority with copies of official certificates or receipts showing compliance by the Contractor and/or subcontractors with the workers' compensation laws as required herein. The Employers' Liability insurance requirement may be satisfied by including such coverage within the General Liability policy required by subsection 8.4.

8.4 Commercial General Liability Insurance. Commercial General Liability Insurance on an occurrence coverage basis (including without limitation, coverage for bodily injury, personal injury and advertising injury, property damage, broad-form contractual liability arising from or relating to the performance of HHWRC Program services under this Contract, coverage as respects independent contractors, products and completed operations, explosion, and collapse and underground hazards) shall be maintained by the Contractor and its subcontractors throughout the Contract Term and any extension(s) thereof, in not less than the following amounts:

Contractor

\$10,000,000	Bodily Injury and Property Damage Limit for each occurrence
\$10,000,000	Products/Completed Operations Annual Aggregate
\$10,000,000	Personal and Advertising Injury
\$10,000,000	General Annual Aggregate

Subcontractors of Contractor

\$5,000,000	Bodily Injury and Property Damage Limit for each occurrence
\$5,000,000	Products/Completed Operations Annual Aggregate
\$5,000,000	Personal and Advertising Injury
\$5,000,000	General Annual Aggregate

The Commercial General Liability Insurance limit and Auto Liability Insurance limit of liability requirements may be satisfied by the purchase and maintenance of any combination of primary, excess and/or umbrella insurance.

Commercial General Liability, Umbrella/Excess limits of liability (including Product/Completed Operations coverage) shall apply on a per-location basis.

8.5 **Pollution Legal Liability.** (Contractors Pollution Legal Liability) - Pollution Legal Liability insurance (aka Contractors Pollution Legal Liability) with limits of liability not less than those stated below, shall be purchased and maintained throughout the Contract Term and any extension(s) thereof by the Contractor and/or its subcontractors covering liability arising out of or relating to HHWRC Program services performed, or which should have been performed, by or on behalf of the Contractor and/or any subcontractor, which insurance shall cover and include, without limitation, claims alleging bodily injury and/or property damage, and claims for the clean-up, response, or remediation of the HHWRC or any other location contaminated, polluted or otherwise affected as a result of or arising from the Contractor's and/or its subcontractors' performance of HHWRC Program services under the Contract or to which any materials, substances and/or wastes regulated under any regulation or laws were transported from the HHWRC:

\$10,000,000 - Bodily Injury and Property Damage, Third-Party Claims, each occurrence limit

\$10,000,000-Bodily Injury and Property Damage, Third-Party Claims, annual aggregate limit

\$10,000,000 - Clean-up, Response, and Remediation On-Site, each occurrence limit

\$10,000,000 - Clean-up, Response, and Remediation Off-Site, each occurrence limit

Limits of liability shall apply on a per-location basis. The Contractor's Pollution Legal Liability insurance may be written on a claims-made basis provided such policy shall either (i) be renewed annually for a period of not fewer than five (5) years following the termination or natural expiration of the Contract Term and any extension(s) thereof on substantially the same terms and conditions or (ii) include an extended reporting period endorsement or clause providing not less than five (5) years (following the termination or natural expiration of the Contract Term and any extension(s) thereof) within which a claim may be made under the policy respecting the Contractor's and/or a subcontractor's performance of HHWRC Program services, the cost for such five (5) year period shall be borne exclusively by the Contractor; provided further that if such Contractor's Pollution Legal

Liability insurance is written on a claims-made basis then the per occurrence limits stated above shall apply per incident.

- 8.6 **Professional Liability Insurance.** If the Contractor and/or any of its subcontractors are required by the Contract to perform HHWRC Program services that are professional in nature or scope, or which are not otherwise specifically covered under the Contractor's and/or its subcontractors' Commercial General Liability or Pollution Legal Liability insurance, then Professional Liability Insurance (Errors & Omissions Liability Insurance) coverage (including contractual liability coverage) with a limit of liability of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) annual aggregate covering damages arising out of or resulting from the Contractor's and/or its subcontractors' professional services rendered, or which should have been rendered, pursuant to the Contract shall be purchased and maintained throughout the Contract Term and any extension(s) thereof.

Notwithstanding any of the foregoing, Authority expressly reserves the right to determine if the Contractor, and/or its subcontractors, shall be required to purchase and maintain Professional Liability insurance described above.

- 8.7 **Contractor's Property Insurance.** The Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools leased or owned by the Contractor in the performance of HHWRC Program services. The Contractor also agrees to require all tiers of its subcontractors to insure any and all machinery, equipment, mobile equipment and tools used or owned by the subcontractors in the providing of HHWRC Program services. Authority shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by the Contractor or any of its subcontractors in the performance of HHWRC Program services.

- 8.8 **Subcontractor Insurance.** The Contractor shall not subcontract any part of the Contract or HHWRC Program services 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 the Contractor; such insurance policies shall name Authority and its board members, officers, representatives, agents, and employees as additional insureds; such insurance policies shall include products and completed operations coverage; and such insurance shall provide for the subcontractors and the subcontractors' insurers' waiver of subrogation of any claims against Authority and the other parties listed in this subsection. Failure of the Contractor or any of its subcontractors to maintain insurance during the Contract Term and for a minimum of five (5) years after the expiration of the Contract Term and any extension(s) thereof shall be

deemed a material breach of the Contract allowing Authority to terminate the Contract or to provide insurance at the Contractor's sole expense, in neither case, however, shall the Contractor's liability be lessened.

- 8.9 **Other Insurance.** Any insurance or any increase of limits of liability not described in Section 11 which the Contractor or any of its Subcontractors require for its own protection or on account of any statute shall be its own responsibility and at its own expense and shall not be considered part of the Contract sum.

The minimum limits of liability of the insurance required to be purchased and maintained by the Contractor and its subcontractors pursuant to the Contract shall not be construed to affect the limit of insurance afforded the Contractor, any subcontractors, or any additional insured person or party under such policies; language in any insurance policy purchased by the Contractor or any subcontractor limiting the limit of liability thereunder to any minimum limit required in the Contract shall not apply.

- 8.10 **Primary Coverage.** The insurance coverage to be purchased and maintained by the Contractor and its subcontractor as required by Section 8 shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by Authority which shall not contribute therewith, and there shall be severability of interests under the insurance policies required by Section 8 for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

- 8.11 **Additional Insured.** Authority and its board members, officers, representatives, agents, and employees shall be named as additional insureds on the Contractor's Commercial General Liability policy, Automobile policy, Excess/Umbrella Liability, and, Pollution Legal Liability. The extent of the additional insured coverage afforded Authority and its board members, officers, representatives, agents and employees shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. All coverage required by the Contract documents and including without limitation, the additional insured coverage afforded under the Contractor's policies, shall include both ongoing operations (work in progress) and completed operations (completed work) and continue to exist until the expiration of five (5) years following the termination or natural expiration of the Contract Term and any extension(s) thereof.

- 8.12 **Leased worker insurance.** Should the Contractor, or any of its subcontractors, use or engage any person not an employee of the Contractor, (including without limitation, any leased worker or employee, seasonal worker or employee, contract worker or employee, or temporary worker or employee),

(collectively a “Leased Employee”) at the HHWRC or with respect to the HHWRC Program, then Contractor shall be and remain responsible for any injury, damage or liability suffered by i) such leased employee, ii) Authority or iii) any other person or entity, including the Contractor, its subcontractors, or employees of either; further, insurance required of the Contractor and its subcontractor(s) by the Contract shall cover and include all such matters, injuries, damages, and liability relating to or arising from the Leased Employee(s).

- 8.13 **Insurers and Notice.** All insurance required to be purchased and maintained by the Contractor and all subcontractor shall be placed and maintained with insurance companies rated at least equal to the AM Best’s Rating of A, financial size of X, licensed to do business in Ohio; shall be admitted to do business in Ohio; and shall include or otherwise be endorsed to include a provision requiring the giving of written notice to Authority, and to any other person(s) or party(ies) reasonably designated by Authority, at least thirty (30) days prior to the cancellation, non-renewal, conditional renewal, and/or material modification of any such policies as evidenced by return receipt of United States certified mail:

Marcie Kress, Executive Director
Summit Akron Solid Waste Management Authority
12 East Exchange Street, 3rd Floor
Akron, Ohio 44308

- 8.14 **Evidence of Insurance.** The Contractor shall submit to Authority with the Contractor’s written proposal to provide HHWRC Program services, valid certificates evidencing the insurance policies and coverages required of the Contractor and all subcontractors pursuant to the Contract, and, with respect to subsection (A), (B), and (C) below original copies of the policies and all endorsements to any such policies:

8.14A within ten (10) calendar days after award of the Contract to the Contractor and prior to the commencement of performing Services;

8.14B for the Contract Term and any extension(s) thereof and during the five (5) years following the expiration of the Contract Term and any extension(s) thereof, within thirty (30) days of the expiration of each policy required of the Contractor; and

8.14C upon the written request of Authority, at any other time during the Contract Term and any extension(s) thereof, and the five (5) years following the expiration of the Contract Term and any extension(s) thereof.

- 8.15 **No Limitation.** The types and limits of insurance to be purchased and maintained by the Contractor and its subcontractors pursuant to the Contract shall not be deemed to constitute a limitation of the Contractor's or its subcontractors' liability hereunder or otherwise to limit or affect the Contractor's indemnification obligations under the Contract; by requiring insurance in the Contract, Authority does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Contractor or its subcontractors.
- 8.16 **Purchase of Insurance.** If the Contractor and/or its subcontractors fail(s) to purchase and maintain, and/or fail(s) to continue in force throughout the Contract Term and any extension(s) thereof and for five (5) years after the termination or expiration of the Contract Term and any extension(s) thereof, insurance in the types and with limits of liability required by this Section 8, then Authority may purchase such insurance and the cost thereof shall be borne by the Contractor, and shall be deducted from any amounts due and owing by Authority to the Contractor. If such amounts are insufficient, the Contractor agrees to promptly pay Authority the amount incurred by Authority to purchase such insurance.
- 8.17 **Additional Contract Insurance Clauses**
The Contract may contain other insurance-related requirements.
- 8.18 **Waiver of Subrogation.** The Contractor hereby waives its rights and the subrogation rights of its insurer(s), against Authority, and its officers, board members, agents and employees as respects property damage, bodily injury or other damage or liability covered by insurance carried by Contractor, or which could have been covered by insurance Contractor was required to purchase pursuant to this Contract. Contractor shall require of its subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subsection. If the policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed. The foregoing waivers shall apply to any and all of the subject insurance as well as to any and all deductibles or self-insured retentions existing under any of the subject insurance policies.

Authority and the Contractor's subcontractors waive all rights against each other for loss or damage to any machinery, equipment, mobile equipment, on-site trailers and tools used or owned by Contractor or its subcontractors in connection with the HHWRC Program services to be provided hereunder, which loss or damage is covered by any collectible property insurance proceeds. The Contractor require similar waivers from all its subcontractors.

- 8.19 **Deductibles.** Contractor, and each of its subcontractors, shall be responsible for the payment of any and all deductible(s) or retention(s) under the policy or policies of insurance purchased and maintained by each pursuant to the requirements of this Section 8.
- 8.20 **Compliance.** If any insurance purchased and maintained by Contractor or any of its subcontractors pursuant to this Contract contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if Contractor or any of its subcontractors does not comply with regulations or statutes governing the operation of the HHWRC, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for Contractor's and its subcontractors' intentional or willful non-compliance with applicable governmental regulations or statutes.
- 8.21 **Notice of Occurrence.** Upon the Contractor's, or any of its subcontractors', knowledge of any occurrence, event, or claim that may reasonably exceed \$5,000, or be expected to exceed \$5,000, which may reduce or materially affect the aggregate amount of insurance coverage available to Authority pursuant to the Contract, to the Contractor, or to its subcontractors, Contractor shall (i) immediately provide Authority with written notice of such occurrence, event or claim(s) with reasonable detail, and (ii) promptly obtain replacement insurance for the eroded aggregate limit and provide Authority with evidence thereof.
- 8.22 **Third Party Over.** In any and all claims against Contractor, any of its subcontractors, or Authority, the indemnification obligations under the Contract shall not be limited in any way by any limitation on the amount or type of damage compensation or benefits payable under Workers' Compensation Acts, disability benefits or other employee benefit acts. As between Authority and Contractor, the Contractor waives its immunities under Ohio Revised Code Chapter 4123, and by Section 35, Article II of the Ohio Constitution or any similar workers' compensation statutory immunity for purposes of conforming the indemnity obligations of the Contractor. The Contractor shall require similar waivers from all subcontractors.

SECTION 9

Representations; Warranties; Indemnification.

9.1 [Contractor] Representations, Warranties and Indemnification.

9.1A[Contractor] hereby represents and warrants to and covenants with the Authority:

9.2 the truth, accuracy and completeness of the statements made in this Agreement, including all Exhibits hereto, except statements expressly attributable to the

Authority as set forth herein; (ii) that the Services will be performed in compliance with all federal, state and local laws and regulations in accordance with the standard of care set forth in Section 3.4; (iii) [Contractor] has the requisite expertise, experience, facilities (or access thereto), equipment, and personnel to perform the Services; and (iv) any facilities or equipment used by [Contractor] to perform the Services shall be in, and shall be licensed and/or permitted as required for, compliance with all federal, state and local laws and regulations.

9.2A [Contractor] shall indemnify, defend and hold harmless the Authority and the Neighbor and their respective officers, directors, trustees, employees, agents and affiliates (collectively, **the “Indemnified Parties”**) from and against any liabilities, losses, costs, damages, fines, suits, administrative proceedings, judgments, claims, demands, penalties, causes of action, and costs and expenses incidental thereto (including reasonable attorneys’ fees) (collectively, **“Costs”**), that the Indemnified Parties may incur that result from, arise out of, relate to, or are caused by:

9.2AI the failure of [Contractor] or any of its subcontractors to obtain, maintain, or comply with any federal, state, local laws or regulations;

9.2AII the presence or existence of HHW, Non-Conforming Waste and/or Hazardous Materials at, on, under, within, or emanating from the HHWRC;

9.2AIII the transportation, treatment, storage, collection, disposal or arrangement for the disposal of HHW, Non-Conforming Waste and/or Hazardous Materials whether at the HHWRC or transported off-site;

9.2AIV any real or personal property damage or injury or death to any person incurred in connection with [Contractor]’s performance of Services hereunder;

9.2AV a breach by [Contractor] of any representation and/or warranty in Section 9.1(A); or

9.2AVI any other obligations or actions of [Contractor] or a subcontractor of [Contractor] in connection with this Agreement or the HHWRC.

9.2B In the event that [Contractor] fails to perform the Services in accordance the terms of this Agreement, the Authority, at its option may require [Contractor], at no additional cost to the Authority, either re-perform the Services failing to so conform, or retain the services of another contractor: (i) acceptable to the Authority to complete such services, and (ii) whose services are subject to [Contractor]’s management and direct oversight. In the event the services of

another contractor are retained by [Contractor], [Contractor] shall: (i) prepare, maintain and provide the Authority with all documentation necessary to demonstrate the lawful handling, management, storage and disposition of those HHW, Non-Conforming Waste and/or other materials related to the contractor's services, and (ii) obtain a written agreement from the contractor performing such services that the contractor will comply with the provisions of this Agreement.

9.2C Except as expressly provided in this Agreement and the exhibits hereto, [Contractor] MAKES NO OTHER REPRESENTATION, GUARANTEE OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

9.2D [Contractor]'s obligations hereunder shall not be diminished or affected in any respect as a result of: (i) any obligation or action of one or more of the Indemnified Parties taken pursuant to the HHW Program, unless such action is gross negligence, willfully improper or reckless (and in any event, the grossly negligent, willfully improper or reckless act by one of the Indemnified Parties shall not deprive the other Indemnified Parties of the protection of indemnification provided hereinabove); or (ii) any notice or disclosure or other knowledge, if any, by the Authority of the presence or existence of Hazardous Materials at, on, under, within, or emanating from the HHWRC in connection with the HHW Program, nor shall the Authority be deemed to have permitted any release of HHW, Non-Conforming Waste or Hazardous Materials at, on, under, within, or emanating from the HHWRC in connection with the HHW Program, or any other matter covered by [Contractor]'s obligations hereunder, merely because the Authority had notice, disclosure or knowledge thereof, whether at the time this Agreement is delivered or at any time thereafter.

9.2E In the event that any remedial work is necessary or required under any law because of, or in connection with, the presence, release or threatened release of any HHW, Non-Conforming Waste and/or Hazardous Materials in or into the air, soil, ground water or surface water at, on, under, within or near the HHWRC as a result of or in connection with any act or omission by [Contractor] or its employees, agents or contractors, and/or [Contractor]'s operation of the HHWRC, [Contractor] shall, within twenty-four (24) hours after written demand for performance thereof by the Authority (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), promptly commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such remedial work. All such remedial work shall be performed by [Contractor] and/or one or more subcontractors whom the Authority approves in advance in writing which approval shall not be unreasonably withheld or delayed. The approval rights granted to the Authority in the immediately preceding

sentence are limited to those necessary and reasonable to allow the Authority to protect its respective interests in the HHWRC. All costs of such remedial work, to the extent, caused by the actions or performance of [Contractor] shall be paid by [Contractor] including, without limitation, reasonable costs incurred by the Authority in connection with the monitoring or review of such remedial work. In the event [Contractor] shall fail to promptly commence, or cause to be commenced, or fail to diligently prosecute to completion, such remedial work, the Authority may, but shall not be required to, cause such remedial work to be performed and all reasonable costs of such remedial work shall become an obligation of the [Contractor] under this Agreement. Any other remedial work requested by the Authority shall be paid by the Authority to [Contractor].

9.2F These indemnification and hold harmless provisions in this Section 9 of this Agreement, and all rights and obligations hereunder shall survive the termination or other expiration of this Agreement for a period of 10 years.

9.2G These indemnifications are intended for the exclusive benefit of the Indemnified Parties. The obligations of indemnification set forth in these Sections 9.1 and 9.2 shall not be construed as an admission of negligence or otherwise against the interests of [Contractor] by any other party.

9.3 Representations and Warranties of the Authority

9.3A The Authority has provided copies of any and all environmental reports, including but not limited to Phase I and Phase II environmental assessments associated with the HHWRC that are in the possession of the Authority or the Authority's contractors and agents;

9.3B To the Authority's knowledge, the HHWRC operated in full compliance with all applicable federal, state and local laws, including all applicable environmental laws.

9.4 Liquidated Damages for Failing to Perform Services at the HHWRC.

It would be extremely difficult, if not impossible, to accurately determine the amount of damages that the Authority would incur if [Contractor] shall fail to be open for business to provide Services on the days and at the times as outlined in this Agreement. Therefore, liquidated damages are hereby established as \$6,000 for each day of [Contractor]'s failure to be open for business to provide Services and \$500 for each hour of [Contractor]'s failure to be open for business to provide Services, subject to the terms of Section 9.4 hereof. [Contractor] acknowledges that this constitutes a good faith estimate and does not constitute a penalty. The damages available in this Section 9.3 shall only apply to [Contractor]'s failure to be open for business to provide Services on the days and at the times outlined pursuant this Agreement and is the Authority's

exclusive remedy as it relates to hours of operation. This Section 9.3 shall not apply to any other violations of this Agreement by [Contractor].

- 9.5 **Force Majeure.** Except for indemnification provisions which may relate to compliance with law, in no event shall either party have responsibility or liability to the other for any failure or delay in performance which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond its control. Such causes and circumstances shall include, but not be limited to: fires; floods; strikes; riots; sabotage; explosion; adverse weather conditions; unavoidable casualties; unavailability of labor, materials, transportation, or services; acts of God or of the public enemy; acts of the other party not permitted in this Agreement; and court orders, acts, orders or regulations of any governmental agency or loss of permits which are not based upon the actions or responsibilities of either party.

SECTION 10

Miscellaneous.

- 10.1 **Delegation and Subcontracting.** [Contractor] shall be responsible for selecting all third parties used to satisfy [Contractor]'s obligations under this Agreement in compliance with all applicable law. [Contractor] may not, without the prior written consent of the Authority, delegate or subcontract [Contractor]'s Services, or any portion thereof. [Contractor] shall be and remain responsible for the purchase and maintenance of insurance coverage for any subcontractor(s) utilized by [Contractor] as authorized this Agreement in accordance with Section 8 (*Insurance*) prior to [Contractor]'s use of any such subcontractor.
- 10.2 **Confidentiality.** [Contractor] shall not disclose confidential information expressly identified by the Authority as such to anyone other than the Authority or its counsel, except as required by subpoena, notice of deposition or other discovery request or otherwise required by law or order of a court or regulatory agency. If any legal proceedings including, but not limited to, any subpoenas, notices of deposition or other discovery requests are instituted against [Contractor], its employees and/or its affiliates, to obtain confidential information, such party shall immediately notify the Authority in writing with respect thereto. [Contractor] shall have no obligation to oppose any legal proceedings to obtain confidential information. For purposes of public review of this project, the Authority may release this Agreement upon a request for public review.
- 10.3 **Entire Agreement.** This Agreement, including the exhibits hereto, which are incorporated by reference, constitutes the entire Agreement and understanding of the Parties hereto with regard to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties dealing with such subject matter, whether written or oral.

- 10.4 **Interpretation.** Each of the Parties has been involved in determining the provisions of this Agreement and no ambiguity or interpretation of this Agreement or any of its provisions shall be resolved or determined in favor of or against a party based, in whole or in part, on whether or not such party has prepared this Agreement or any provision hereof. Any additional or inconsistent provisions, terms or conditions contained in any purchase order, requisition, notice of authorization to proceed or other communication from the Authority or [Contractor] which is in addition to or inconsistent with any of the provisions, terms or conditions of this Agreement are hereby rejected and shall not become a part of this Agreement or deemed to have been accepted by [Contractor] by reason of [Contractor]'s performance of the Services or the Authority's acceptance thereof.
- 10.5 **Severability.** The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the Authority and [Contractor] 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 that renders it valid.
- 10.6 **Nature of Relationship.** The Parties hereby acknowledge and agree that in performing Services, [Contractor] shall be deemed to be an independent contractor and not an agent, employee, partner or joint venturer of the Authority and that no employment relationship shall exist between the Authority and [Contractor]. [Contractor] shall obtain and keep in force all permits, licenses or insurance as required by the Authority, the State of Ohio or the Federal government.
- 10.7 **Priority of Documents.** In the event of any conflict between the provisions of the RFP, the Proposal and this Agreement, the provisions of this Agreement shall prevail.
- 10.8 **Waiver.** 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 the terms, conditions and/or covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by the Parties. No waiver by either party of any provision or condition of this Agreement shall be construed or deemed to be a waiver of any other provision or condition of this

Agreement, or a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing signed by the Parties.

10.9 **Assignment.** Neither the Authority nor [Contractor] may assign this Agreement or any provision hereof without the prior written consent of both parties, which consent may be withheld.

10.10 **Notices.** All notices, demands and other communications which may or are required to be given pursuant to this Agreement shall be given or made when personally delivered or when delivered by a recognized overnight delivery service, addressed as follows:

If to the Authority: Marcie Kress
Summit / Akron Solid Waste Management Authority
12 East Exchange Street
3rd Floor
Akron, OH 44308

If to [Contractor]:

or to such other address as the Parties may, from time to time, designate in writing to the other party.

10.11 **Section Headings.** Headings on particular sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation of the scope of the section to which they refer.

10.12 **Governing Law.** The validity, interpretation and performance of this Agreement, and the legal relations of the Parties, shall be governed by and construed in accordance with the laws of the State of Ohio.

10.13 **Consent to Jurisdiction and Venue.** [Contractor] expressly consents to the jurisdiction of the Courts of Ohio.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**SUMMIT/AKRON SOLID WASTE MANAGEMENT AUTHORITY dba
ReWorks**

By: _____
Marcie E. Kress, Executive Director

[CONTRACTOR]

By: _____
Name: _____
Title: _____

SAMPLE

**AGREEMENT FOR THE MANAGEMENT OF
HOUSEHOLD HAZARDOUS WASTE RECYCLING CENTER**

EXHIBITS

Exhibit A: RFP

Exhibit B: The Proposal

Exhibit C: Pricing Structure (Provided to Selected Contractor)