



# Request for Quote Document Shredding and Recycling Events Program-2023

Release date: October 28, 2022

**\*\*DUE DATE EXTENDED to 11-18-22 @ 2:00 p.m.\*\***

The Summit/Akron Solid Waste Management Authority, doing business as ReWorks (“ReWorks”) invites all interested parties (“Contractor”) that meet the specifications and qualifications contained in this Request for Quote (the “RFQ”) to submit quotes for the Document Shredding and Recycling Events Program (“Program”). All quotes will be reviewed considering the best interest of ReWorks. ReWorks reserves the right to reject any and all quotes.

All Quotes must be submitted to ReWorks on or before ~~2:00 p.m. EST, on Friday, November 4, 2022~~ via email to: [mkress@summitreworks.com](mailto:mkress@summitreworks.com)

NOTE: This RFQ is being sent as a courtesy. ReWorks assumes no responsibility for failure to send this RFQ to all interested organizations or companies. Interested parties may obtain copies of this RFQ by visiting [summitreworks.com](http://summitreworks.com).

ReWorks reserves the right to contact a Contractor 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 RFQ evaluation process.

## SECTION 1. Service Agreement and Term

The Contractor with the quote selected by ReWorks (“Selected Contractor”) shall enter into a service agreement with ReWorks. The term of the agreement shall be one year with two (2) additional one (1) year periods for a total Contract Term not to exceed three (3) years. A sample of the service agreement is provided as *Exhibit A*. A final service agreement will be executed with the Selected Contractor.

## SECTION 2. Program Description

Provide several one-day document shredding and recycling events (“Events”) at locations throughout Summit County to collect confidential paper documents from Summit County residents and businesses (“Participants”) to be shredded and recycled.

## SECTION 3. 2023 Event Dates, Locations and Times

The Selected Contractor shall provide services for the following Event locations, dates, and times.

Day of Week	Date	Location	Time
Saturday	5/6/2023	ReWorks, 1201 Graham Rd., Stow, OH	9:00am-12:00pm
Saturday	6/3/2023	Service Bldg., 3300 Fairlawn Service Dr., Fairlawn, OH	9:00am-12:00pm
Saturday	7/8/2023	Longwood Park, 1566 E. Aurora Rd., Macedonia, OH	9:00am-12:00pm
Saturday	8/5/2023	Service Bldg., 5383 Massillon Rd., Green, OH	9:00am-12:00pm
Saturday	9/9/2023	BCF Sports Complex, 841 Wooster Rd. W., Barberton, OH	9:00am-12:00pm
Saturday	10/7/2023	Betty Jane CLC, 444 Darrow Rd., Akron, OH	9:00am-12:00pm



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**SECTION 4. Historical Data & Information**

Reworks has provided this program for more than ten years. Below is the historic information from the past three years.

	2020			2021			2022		
	Participation (# of cars)	Lbs. Paper	Lbs. Cardboard	Participation	Lbs. Paper	Lbs. Cardboard	Participation	Lbs. Paper	Lbs. Cardboard
Stow	436	36,760	1,460	553	34,540	160	419	25,700	600
Fairlawn	-	-	-	590	32,900	1,000	524	26,120	440
Macedonia	579	35,020	1,400	353	22,580	340	388	25,340	640
Green	489	28,940	1,340	406	27,420	-	377	22,080	120
Barberton	486	29,720	1,000	317	14,220	200	437	23,060	220
Akron	479	28,360	980	372	19,260	800	333	17,120	120
<b>Totals</b>	<b>2,469</b>	<b>158,800</b>	<b>6,180</b>	<b>2,591</b>	<b>150,920</b>	<b>2,500</b>	<b>2,478</b>	<b>139,420</b>	<b>2,140</b>
<b>*2020 Fairlawn Event canceled due to COVID</b>									

**SECTION 5. Required Certifications and Equipment Specifications**

5.1. NAID AAA Certification®

The Selected Contractor must be a NAID AAA Certified® and provide a copy of current certification as an attachment to the Quote.

5.2. Mobile Shredding Units

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

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

For the sake of this RFQ, each Mobile Shredding Unit shall include one driver per unit to count as one personnel.

5.3. Cardboard Collection Unit

The cardboard collection unit(s) must have the capacity to hold the cardboard collected at the Events. Examples of units are box trucks, enclosed trailers, etc.

For the sake of this RFQ, each Cardboard Collect Unit shall include one driver per unit to count as one personnel.

5.4. Collection Containers

The containers to be used to collect the acceptable materials from Participants this Program are 95-gallon totes or equivalent (the "Collection Containers"). Contractor must provide enough Collection Containers so that at no time during the Event documents are kept outside of the Collection Containers

**SECTION 6. Scope of Services**

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

- 6.1. Meet with ReWorks at each the Event Location at least one week prior to Event
- 6.2. Provide Mobile Shredding Units for secure on-site shredding of Participant's documents.
  - 6.2.1. Contractor shall provide the quantity of Mobile Shredding Unit(s) available per Event in the form of *Exhibit B*
- 6.3. Provide enough Collection Container(s) for the collection of Participant's documents prior to loading into Mobile Shredding Unit(s).
- 6.4. Provide additional personnel for each Event to unload acceptable material from Participants' vehicles, and breakdown corrugated cardboard for recycling.
  - 6.4.1. Contractor shall provide the quantity of additional personnel available per Event in the form of *Exhibit B*
- 6.5. Provide plan to manage the receipt of contraband (i.e., weapons, prescription and non-prescription drugs, ammunition, etc.).
- 6.6. Attend a brief safety meeting prior to the start of each Event.
- 6.7. Display "ReWorks" signage on or near mobile shredding units as requested
- 6.8. Arrive at least one-half hour prior to the Event start time for set-up.
- 6.9. Clean up site after each Event
- 6.10. Submit a Report which contains, at a minimum, the information identified in Section 3 of the sample agreement.
- 6.11. Collect, shred on-site, and recycle all acceptable materials, which includes, but is not limited to Bank Statements, Canceled Checks, Tax Paperwork, old files, etc. from Participants. This Program will collect paper materials only.
- 6.12. Provide the name of the processor(s) recycling the acceptable material
  - 6.12.1. List the processor(s) name and address on *Exhibit B*



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**SECTION 7. ReWorks Responsibilities**

- 7.1. Identify Selected Contractor to provide Services under this Program;
- 7.2. Meet with the Selected Contractor and the Event Location representative at the Event location for a Site Visit as set forth in Section 6.1
- 7.3. Provide an on-site restroom facility during the Event;
- 7.4. Provide additional cones, and/or signage and traffic control at the Event; and
- 7.5. Promote Events.

**SECTION 8. Service Fees**

Contractor shall provide a Quote for Mobile Shredding Units and Additional Personnel per each Event in the form of *Exhibit B*

**SECTION 9. Revenue Sharing**

Contractor has the option to submit their most favorable plan for revenue sharing as an attachment to the Quote.

**SECTION 10. Business References**

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

**SECTION 11. Insurance Requirements**

The Contractor shall attach to the Quote valid certificates evidencing the insurance policies and coverages required accordance with the requirements set forth in *Exhibit A*.

**EXHIBIT A**  
**AGREEMENT**  
for  
**Document Shredding Services**

This Agreement (“Agreement”) to implement a paper shredding and recycling program is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between **The Summit/Akron Solid Waste Management Authority**, a regional solid waste management authority organized under Ohio Revised Code (“R.C.”) Chapter 343, with its principal address located at \_\_\_\_\_, 44333 (**the “Authority”**), and **Contractor**, with its principal address located at Address (**the “Contractor”**), The Authority and Contractor are hereinafter referred to collectively as the “Parties.”

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

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

**WHEREAS**, the Authority issued a Request for Quote for Document Shredding and Recycling Events Program-2023 (“RFQ”) on October 28, 2022, inviting all interested companies to submit a Quote to assist the Authority with the Program;

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

**WHEREAS**, a copy of the RFQ and the Quote are each incorporated herein by reference and attached hereto as Exhibit A

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

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

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

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

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

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

Contractor shall also provide personnel trained and fully capable in the operation of the mobile mechanical shredding devices and any other equipment. Contractor shall also provide additional personnel for each Event to unload acceptable material from Participants' vehicles, and breakdown corrugated cardboard for recycling

The mobile mechanical shredding devices, other equipment and personnel identified herein shall be made available to the Authority at such locations and during such hours to be identified by the Authority (each individual date referred to hereafter as a "Document Shredding & Recycling Event" or "Event" and collectively referred to hereafter as the "Document Shredding & Recycling Events").

Contractor shall meet with the Authority at each Event location, at least one (1) week prior to each Document Shredding & Recycling Event (the "Pre-event Meeting"). During the Pre-event Meeting, the Authority shall finalize the traffic pattern, Mobile Shredding Unit locations and site layout of each event.

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

1.3 Certificate of Destruction. At the conclusion of each Document Shredding & Recycling Event and as required by Section 3 (Reporting) below, Contractor will provide the Authority, upon request, with written confirmation, upon request, of the destruction of all Paper Material collected from all Participants during that Document Shredding & Recycling Event;

1.4 Observation. Contractor shall permit representatives of the Authority

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

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

Prior to performing Services under this Agreement, Contractor shall provide the Authority with (i) a list of end-user vendors and or recycling facilities that will recover the materials collected under the Program. Contractor shall notify the Authority in writing at least thirty (30) days prior to the change of any vendors or recycling facilities utilized by Contractor. Such notification shall contain documentation of the new vendor's or recycling facilities' licenses, permits, and/or other authorization for lawful operation.

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

2. Compensation. The Authority shall compensate Contractor for its Services under this Agreement as provided in Quote.

2.1 Notwithstanding the foregoing, the total amount to be paid annually by the Authority to Contractor for its Services provided under this Agreement for the Document Shredding & Recycling Events shall not exceed \$\_\_\_\_\_per year.

3. Reporting. Within fifteen (15) days of each Document Shredding & Shredding Event, Contractor shall submit to the Authority a Report and Invoice which provides: (i) the total pounds/tons of Paper and Cardboard Material collected and recycled during the Event; (ii) a Certificate of Destruction for the Event as requested; (iii) written documentation that all materials collected from Participants have been properly and lawfully recycled and/or otherwise disposed of in accordance with all applicable laws; (iv) invoices for Services completed; and (v) any additional information as requested by the Authority..

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

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

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

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

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

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

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



of this Agreement, the term "Contraband" shall mean and include, at a minimum, the following items: drugs, explosives and/or ordinance, firearms and/or ammunition, and/or other weapons.

10. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

By: \_\_\_\_\_  
Marcie E. Kress, Executive Director

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAMPLE

## Attachment A

### Insurance Requirements

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

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

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

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

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

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

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

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

4. Privacy and Security Liability (Cyber Liability). Covering losses resulting from acts, errors, or omissions in connection with the Document Shredding Services under this Agreement which are directly attributed to the unlawful or unauthorized access to, or acquisition, breach, loss, compromise, use, or disclosure of personal information,

including but not limited to PHI or payment card information. Such coverage shall include network security breach liability, including network protection, privacy liability, notification expense, credit monitoring expense, and public relations expense with limits of not less than:

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

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

expiration of this Agreement, and any extension(s) thereof. All policies shall include a waiver of subrogation in favor of additional insureds.

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

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

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

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

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

13. Deductibles. Contractor and each of its Subcontractors shall be responsible for the payment of any and all deductibles or retentions under the policy or policies of insurance purchased and maintained by each pursuant to this Contract; the deductibles and self-insured retentions existing in the policies required herein must be stated on the certificates of insurance required by this Contract.
14. Waiver of Subrogation. Contractor and ReWorks (including their employees, officers, directors, elected or appointed officials, agents, or representatives), do hereby waive all rights of recovery for damages against each other for themselves and waive their respective insurers rights of subrogation, for loss or damage to the recycling containers, improvements, and betterments, fixtures, equipment, and any other real or personal property of the parties to the extent covered by the parties' respective commercial property insurance, or which could have been covered by commercial property insurance reasonably available at the date of commencement of this agreement, including that coverage available under an ISO Special Causes of Loss coverage form. If the commercial property insurance purchased by Contractor does not allow the insured to waive rights of recovery or subrogation against others prior to loss, Contractor shall cause its insurance policy to be endorsed with a waiver of subrogation as required herein.
15. Third Party Over. In any and all claims against ReWorks, the indemnification obligations of Contractor in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for Contractor under Workers' Compensation Acts, disability benefits or other employee benefit acts. As between ReWorks and Contractor, Contractor waives its immunities under Ohio Revised Code Chapter 4123, Article 2 of the Ohio Constitution, or any similar Workers' Compensation statutory immunity for purposes of conforming the indemnity obligations of this Agreement. Contractor shall require of its respective subcontractors, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein.



EXHIBIT B

Request for Quote  
2023 Document Shredding and Recycling  
Events Program

**\*\* ALL EVENTS ARE ON A SATURDAY FROM 9AM- 12PM**

		Historic					Contractor Equipment/Personnel Availability				Contractor Quote
Date**	Location	Avg. Pounds of Paper Collected	# Mobile Shredding Units (includes 1 driver)	# of Cardboard Collection Unit - Box Truck (includes 1 driver)	# Additional Personnel	# of Collection Containers	Quantity of Mobile Shredding Units (includes 1 driver)	Quantity of Cardboard Collection Unit - Box Truck (includes 1 driver)	Quantity of Additional Personnel	Quantity of Collection Containers	All inclusive Service Fee Per Event
5/6/2023	ReWorks, 1201 Graham Rd., Stow, OH	30,120	4	1	7	12					
6/3/2023	Service Bldg., 3300 Fairlawn Service Dr., Fairlawn, OH	29,510	4	1	7	12					
7/8/2023	Longwood Park, 1566 E. Aurora Rd., Macedonia, OH	23,960	3	1	5	10					
8/5/2023	Service Bldg., 5383 Massillon Rd., Green, OH	24,750	3	1	5	10					
9/9/2023	BCF Sports Complex, 841 Wooster Rd. W., Barberton, OH	18,640	3	1	5	10					
10/7/2023	Betty Jane CLC, 444 Darrow Rd., Akron, OH	18,190	3	1	5	10					

List the name and address of the processor(s) taking the acceptable material collected during this program to be recycled

Processor	Street Address (city, State, Zip)