



**REQUEST FOR PROPOSALS**

For the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste  
Collection Facility

**ISSUED BY**

Cuyahoga County Solid Waste District  
4750 East 131 Street, Garfield Heights, OH 44105  
(216) 443-3749

Issue Date: October 17, 2025, October 18, 2025 and [www.cuyahogarecycles.org](http://www.cuyahogarecycles.org)

**MANDATORY PRE-PROPOSAL MEETING**

Tuesday, October 28, 2025  
2:00 p.m.

**BID DUE DATE**

Friday, November 14, 2025  
12:00 Noon

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<b>LEGAL NOTICE</b>
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The Cuyahoga County Solid Waste District is seeking proposals from licensed hazardous waste management companies to operate the Cuyahoga County Household Hazardous Waste Collection Facility. Request for Proposal documents can be obtained from the Cuyahoga County Solid Waste District at (216) 443-3749 or [www.CuyahogaRecycles.org](http://www.CuyahogaRecycles.org).

A mandatory pre-proposal meeting will be held in person at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights, OH 44105 on Tuesday, October 28, 2025 at 2:00 p.m.

Request for Proposal documents will be received at the Cuyahoga County Solid Waste District, 4750 East 131 Street, Garfield Heights OH 44105 until 12:00 Noon on Friday, November 14, 2025. There will be no formal proposal opening at this date and time.

Proposers must submit one (1) printed original proposal; one (1) printed copy of the proposal; and one (1) electronic copy of the proposal on a flash drive in one sealed envelope marked “RFP For the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility.”

Advertised:

Plain Dealer: October 17, 2025, October 18, 2025 and [www.cuyahogarecycles.org](http://www.cuyahogarecycles.org)

**SECTION I: PROPOSAL INFORMATION**

**A. Purpose**

The Cuyahoga County Solid Waste Management District (“District”) is issuing this Request for Proposals for the Operation of the Cuyahoga County Household Hazardous Waste Collection Facility with the intent of entering into a three-year contract beginning January 1, 2026, and continuing through December 31, 2028, with two one-year renewal options, with a contractor (“Contractor”) having the qualifications, experience and capacity to provide the services specified herein.

**B. Background**

The Cuyahoga County Solid Waste Management District (“District”) is a public agency responsible for the implementation of the Cuyahoga County Solid Waste Management Plan to achieve State of Ohio goals for waste reduction and recycling. One of the components of the plan is to provide for the management of various special wastes including household hazardous waste (“HHW”).

In order to efficiently manage HHW, the District established a permanent HHW collection facility (“HHW facility” or “facility”) in 2011. This facility is located at 4750 East 131 Street in Garfield Heights, Ohio and includes the District’s administrative offices and warehouse. The HHW Facility is operational two days per month and receives materials that are collected and delivered by the District’s 59 municipalities. These municipalities conduct seasonal or ongoing HHW collection events and deliver the collected materials to the HHW facility for processing. Approximately 340,000 lbs. of HHW is received and processed annually. It is not open to the general public. The District contracts for the operation of the HHW facility. These services are described in Section III.

The District’s HHW collection model is unlike any other in Ohio. The selected contractor will recognize the unique structure of this program and serve as the District’s partner to ensure the safe and successful operation of the program. Below is a general list of items currently accepted and not accepted in our program. More information pertaining to the program is included in **Appendix B**.

<b>Accepted</b>	<b>Not Accepted</b>
Oil or solvent-based paint, sealers, primers or coatings Varnishes, polyurethanes, shellacs Paint thinner, mineral spirits, turpentine Pesticides, herbicides, fungicides Acidic and Basic household cleaners Pool chemicals Oils and grease Automotive fluids, motor oil, car batteries Adhesives, roof tar, driveway sealer Kerosene, gasoline, lighter fluid Mercury	Latex paint* Explosives, gun powder, ammunition, flares Medical waste, pharmaceuticals, medicine, sharps Alkaline Batteries* Lithium Ion Batteries* Fluorescent Bulbs* Asbestos Pressurized Cylinders* Smoke detectors Vapes* *These items are accepted separately by the district but may be brokered through proposers or other companies

### **C. Minimum Contractor Qualifications**

A Contractor submitting a proposal in response to this RFP must have demonstrable experience with managing household hazardous waste collection operations including but not limited to the identification, handling, packaging, labeling, record-keeping and shipment of hazardous waste to an approved recycling or treatment, storage or disposal facility (TSDf). The Contractor must be able to fulfill all services without sub-contractors except for recycling, treatment and disposal services. The Contractor must have all necessary permits, licenses, certifications and training needed to perform the services requested in this RFP. This includes but is not limited to:

1. Environmental Health and Safety training for personnel assigned to work in the HHW facility including 40-hour OSHA certification; first aid CPR training; 24-hour RCRA training; lab pack training.
2. Hazardous Waste Transporter licenses including US EPA Hazardous Waste Transporter Permit; US DOT Hazardous Materials Certificate of Registration; US DOT Hazardous Materials Safety Permit; PUCO Uniform Credentials for HazMat Transportation

### **D. Work Schedule**

A Contractor submitting a proposal in response to this RFP must be able to perform contract services a minimum of two days per month, on a year-round basis, commencing on January 1, 2026, and continuing through the duration of the contract term, and any extensions. The HHW Facility is currently open the first Friday and the third Wednesday of every month to receive and process HHW deliveries from the municipalities. The Contractor must also be flexible enough to accommodate large seasonal volumes by adding additional workdays and staff as needed.

### **E. General Terms and Conditions**

1. All proposals shall be in effect for one hundred and twenty days (120) from the submission date.
2. Neither the District nor its agents shall assume liability for any costs incurred by the prospective Contractor in the preparation or evaluation of its proposal.
3. The District reserves the right to consider any and all elements when determining the questions of the responsibility of the prospective Contractor and its capacity to provide the required services.
4. The District reserves the right to reject any and all proposals.
5. Any company submitting a proposal in response to this RFP must be licensed to do business in the State of Ohio.

<b>SECTION II: DISTRICT RESPONSIBILITIES</b>
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### **A. District Responsibilities**

1. The District will provide a staff person, Recycling Programs Coordinator, to coordinate with the Contractor and to serve as the primary program contact and liaison with the Cuyahoga County municipalities. He will monitor the performance of the contractors, assist with supply distribution, and be available during collection days in the event an issue arises.

2. The District will establish the dates and hours of operation for the HHW facility and schedule all municipal deliveries.
3. The District will provide the Contractor use of its clear span warehouse (HHW facility) in which to operate HHW unloading, segregating and packing activities. The facility has two truck docks and one drive-in truck ramp. The facility includes an ample exterior shipping and receiving area to unload HHW from city vehicles and a Contractor's office, break room, restroom and shower. The facility is equipped with a sprinkler system and HVAC system that is separate from the office areas. A facility diagram is provided in **Appendix B**
4. The District will provide the Contractor with the use of two forklifts, a scale, propane for the forklifts, pallet trucks, and four spill containment pallets.
5. The District will arrange and pay for the disposal of solid waste and the recycling of cardboard generated through the operation of the facility.
6. The District reserves the right to use an alternate recycler for any HHW materials that can be managed more cost effectively than through the Selected Contractor. These may include, but are not limited to batteries, propane cylinders and motor oil.

### SECTION III: SCOPE OF SERVICES

#### **A. Preliminary Activities**

Prior to the start of the contract period, the Contractor must complete the following:

1. Develop a facility layout, material handling and operations plan in partnership with the District.
2. Develop a site specific health and safety plan including emergency procedures in the event of a spill, fire or other hazardous incident.
3. Develop a record keeping system to weigh and record all incoming and outgoing materials.
4. Review the current municipal delivery and HHW segregation methods and identify any operational changes that need to be made. A copy of the segregation methods used by the municipalities can be found in **Appendix B**.
5. Stock all supplies (drums, flex bins etc.) to be provided to municipalities to pack and ship collected HHW and to ship processed HHW. A list and quantity of supplies used to ship processed HHW in 2024 is provided in **Appendix B**.

#### **B. HHW Facility Management, Staffing and Operations**

The Contractor will be responsible for providing the following services related to the management and operation of the Cuyahoga County Household Hazardous Waste Collection Facility:

1. Provide a dedicated site manager and a minimum of three additional core staff (such as chemists and technicians) to be assigned to work at the HHW facility on the scheduled HHW operating days (minimum of two per month). The District requires that the dedicated site manager be on-site for

each operating day and prefers having dedicated staffing as well. All staff provided must be employees of the company and not temporary or outsourced workers.

2. Inspect and complete logs for forklifts and other warehouse equipment on operating days.
3. Unload and record the net weight of material delivered by communities.
4. Identify, sort, package, and label all materials for shipment to an approved recycling, treatment, or disposal facility. All materials delivered, unless pre-approved by the District for on-site storage, must be packaged and shipped the same day it is delivered.
5. Provide all packing materials and containers, trucking containers, labels and other misc. supplies needed to operate the facility.
6. Provide all supplies that the cities will use to pack the HHW at their service garages including poly and steel drums, flex bins liners, 250 gallon oil totes, and buckets.
7. Record the source, amount, weight, and destination of all HHW collected through the facility and prepare any reports required by the District or regulatory authorities.
8. Provide routine facility maintenance duties as specified by the District to ensure the warehouse area is kept clean and organized after a collection day. Sweep and straighten after every event.
9. Assist the District with the resolution of any operational issues or problems raised by local or regulatory authorities with regards to the operation of the facility and the management of the materials received.
10. Provide ongoing assessment of facility operations to identify opportunities to reduce the costs of managing the HHW materials.
11. Respond to any problem or emergency situation that may arise at a city service department if it is related to the collection of HHW.

### **C. Transportation, Recycling, Treatment, Storage and Disposal**

The Contractor will be responsible for transporting all HHW materials to licensed recycling, treatment or disposal facilities. The Contractor must have all current permits and registrations necessary to transport hazardous waste.

### **D. Assumption of Generator and Shipper Status**

The Contractor will be responsible for assuming the status and obligations of a “generator” and a “shipper” for all shipments of HHW collected as part of the Program, as those terms are defined in the applicable DOT and U.S. EPA regulations. Assumption of generator status begins once the materials are received at the HHW Facility.

**E. Training for City Participants**

The Contractor will conduct a minimum of two training sessions annually for the municipal service workers who are involved with the collection, storage and transport of the HHW materials to the District’s Facility. These trainings will be held at the District’s headquarters or virtually and must include the following: characteristics of HHW materials; proper handling, segregation, and packing of HHW materials; safety protocols; and proper storage. The District requires each municipality to send personnel to this training course once per year.

The Contractor must also be available to meet with any community that requests on-site training for their workers and to respond to any spills or operational issues at any municipal collection location when requested by the District.

These trainings are critical to helping ensure the safety of all personnel and the efficient and safe packaging of wastes at the point of generation.

<b>SECTION IV: PROPOSAL CONTENTS AND INSTRUCTIONS</b>
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In order to be considered for a contract award, proposals submitted in response to this RFP must be typewritten and contain all of the information requested below and must be presented in the following order.

**A. Title Page**

The Title Page must contain the heading: “Proposal for the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility” and contain the company name, address, telephone number and web address.

**B. Table of Contents**

The Table of Contents must be listed in the order presented in this section.

**C. Company Identification**

1. Provide your company name, street address, mailing address and telephone number of your company’s headquarters.
2. Provide the name of the individual preparing the proposal and his/her contact information.
3. Provide the name, street address, mailing address and telephone number for the facility from which your company will deploy personnel, supplies and equipment if awarded the contract.
4. List any additional regional offices and facilities owned and operated by your company.

**D. Project Understanding**

Describe what you understand to be the purpose and scope of this project and the role of the Contractor.

**E. Company Qualifications, Experience & References**

1. Describe your company's qualifications and experience as it relates to the services requested in this RFP, and any experience managing permanent HHW facilities.
2. Provide three (3) references of current or recent customers receiving HHW management services as described in this RFP. Provide name, contact information and service dates.

**F. HHW Facility Staffing, and Operations**

1. Identify the dedicated site manager that will be assigned to oversee the operations of the HHW facility and who will be the main point of contact for the District. Provide name, qualifications, experience, and current certifications.
2. Identify three additional core staff (i.e. chemists, technicians) to be assigned to work at the HHW facility. Provide names, qualifications, experience, and current certifications. All staff provided must be employees of the company and not temporary or outsourced workers. Additional staff may be needed on heavy collection days, such as those in the spring and fall, but for purposes of this RFP, only the four core staff that will typically be working at the facility need to be identified.
3. Include an operations layout for the HHW facility and describe the steps for managing the materials once they are unloaded through the time they are shipped out. Include the safety protocols and operational procedures to be used when operating the HHW facility. Identify any materials your company cannot accept.
4. List all storage containers, types of personal protective equipment, and supplies your company will provide in the performance of the services listed in this RFP.
5. Describe how your company will record the total net weight in pounds of each HHW material collected. Net weight includes all HHW materials in their original containers but excludes the contractor's packing materials and containers, over-pack containers, trucking containers and hauling vehicles. Describe your company's record keeping system for tracking shipments and billing.
6. Describe the capacity of your company to train city employees to safely handle the HHW materials and properly store them and segregate them for transport to the HHW facility.
7. Describe how your company will prevent, contain, control and clean up any spills occurring during facility operations and procedures for restoring the facility to the satisfaction of the District after each collection day.
8. Describe the capacity of your company to provide emergency response services in the event that a spill or discharge of hazardous substances occurs at one of the municipal collection locations or enroute to the District's HHW facility. Services may include providing containment, recovery, repackaging and removal of materials; site evaluation, decontamination and restoration; transportation, storage, treatment or disposal of wastes; and technical services, including sampling, laboratory analysis, and other related services.

### **G. Waste Characterizing, Packaging and Recycling/Disposal**

1. List any HHW items or materials your company is not able to accept.
2. Describe the methods to be used for sorting, processing, packaging, recycling, treating or disposing of each type of HHW listed in **Appendix A: Price Sheet A**. For each waste type, indicate the handling and packaging method, the final recycling, treatment or disposal method, and the final destination facility.
3. Provide the names and addresses of the final recycling, treatment and disposal facilities that will be used to properly manage the materials collected through the HHW facility. Include EPA identification number, copies of its operating permits and a list of any violations issued within the last three years.

### **H. Transportation of HHW Materials**

1. Identify the types of vehicles that will be used to transport the HHW to the destination facilities and provide copies of your company's DOT permit(s) to transport hazardous waste pursuant to OAC 3745-53-11.
2. Describe your methods to comply with the requirements for placarding, labeling and manifesting containers and shipments as required in OAC Chapters 3745-52 and 3745-53 and by 40 CFR Parts 262 and 263 to track all HHW collected to the final destination of recycling, treatment, storage or disposal.
3. Describe any emergency actions necessary to protect public health and the environment in the event of a discharge of HHW during transportation from the District's facility as required by OAC Chapter 3745-53 and by 40 CFR Part 263.

### **I. Required Forms**

1. PRICE SHEET A: Material Handling and Recycling/Disposal
2. PRICE SHEET B: Management and Labor
3. Certification Statement
4. Non-Collusion Affidavit
5. W-9

## **SECTION V: PRE-PROPOSAL MEETING, ADDENDA AND SUBMITTAL INSTRUCTIONS**

### **A. Mandatory Pre-Proposal Meeting**

A mandatory pre-proposal meeting will be held on **Tuesday, October 28, 2025 at 2:00 p.m.** at the Cuyahoga County Solid Waste District, 4750 East 131 Street Garfield Heights, OH 44105. At this meeting, the District will answer questions, review the proposal requirements and provide a facility tour.

**B. Addenda**

Contractors shall carefully examine this entire RFP to become fully aware of the nature of the request and the conditions to be encountered in performing the requested services. If any ambiguity, conflict, discrepancy, omission or other error is found in this RFP, the Contractors shall contact the District in writing by mail or by email to: [mwalters@cuyahogacounty.us](mailto:mwalters@cuyahogacounty.us). Modifications and clarifications to this RFP shall be made by addenda. Any addendums issued as a result of a request for clarification or modifications will be distributed to those in attendance at the Pre-Proposal Meeting. The last day to submit questions or request modifications shall be **Tuesday, November 4, 2025 at 4:00 p.m. EST**. Submit questions and clarification requests to the District Contact set forth below.

**C. Proposal Submission And Deadline**

The proposal deadline is **Friday, November 14, 2025 at 12:00 Noon**. Proposals must be received by this date and time. Submit one (1) printed original proposal; one (1) printed copy of the proposal; and one (1) electronic copy of the proposal on a flash drive in one sealed envelope marked “RFP For the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility.” Emailed proposals will not be accepted. There will be no formal proposal opening at that time.

**D. District Contact**

Matt Walters, Recycling Programs Coordinator  
Cuyahoga County Solid Waste District  
4750 East 131 Street, Garfield Heights, OH 44105  
Phone: (216) 698-7595 E-mail: [mwalters@cuyahogacounty.us](mailto:mwalters@cuyahogacounty.us)

<b>SECTION VI: CONTRACTOR SELECTION</b>
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The District will use the following evaluation process. The Successful Contractor will have demonstrated that they can most successfully provide the services requested in this RFP and meet the District’s expectations for safe, professional and consistent service and at a competitive price.

**A. Determination of Responsiveness**

Each proposal will be examined to determine if it contains all of the information requested in this RFP and all required forms. Incomplete, none-responsive, and/or late submissions will not be considered.

**B. Evaluation of Proposal**

The District will evaluate each responsive proposal based on the following:

1. The qualifications of the firm submitting the proposal including demonstrated prior experience in HHW facility management or similar HHW waste handling activities.
2. The qualifications of the dedicated site manager and other core staff assigned to the project and understanding of the scope of services requested.
3. The capacity of the firm to provide all the requested services including providing experienced and trained professional personnel; compliance with federal and state laws and rules; and providing adequate equipment, facilities and expertise to provide for the safe and proper

collection, identification, storage, packaging, labeling, transporting, and recycling, treatment or disposal of all HHW materials collected.

4. Proposed methods for managing materials collected. The District prefers energy recovery and recycling management methods over landfilling and incineration where applicable and cost competitive.
5. Reviews by references of recent or current customers receiving similar services.

**C. Evaluation of Pricing**

The District will evaluate each Contractor’s pricing relative to the other proposals based on (1) the unit prices bid for the disposal or recycling of HHW materials collected and (2) the hourly labor rate and estimated daily labor cost to be charged for each operating day. To compare pricing, the District will apply the Contractor’s pricing to the amount of each waste type collected in 2025.

**D. Interviews**

The District reserves the right to conduct interviews with a short list of Contractors and their proposed site manager to further its evaluation process.

**E. Negotiations**

The District reserves the right to negotiate with more than one Contractor and to reject any and all proposals.

<b>SECTION VII: CONTRACT AWARD AND TERM</b>
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**A. Contract Award and Term**

The selected Contractor will be required to enter into a contract with the Cuyahoga County Solid Waste Management District following the approval of the contract by the District’s Board of Directors. The Contract will be in substantially the form as provided in **Appendix C: Form of Contract**. The contract term will be for a period of three years and two one-year renewal options, at the discretion of the District, as follows:

- Year 1: 1/1/26 – 12/31/26
- Year 2: 1/1/27 – 12/31/27
- Year 3: 1/1/28 – 12/31/28
- Option Year 1: 1/1/29 – 12/31/29
- Option Year 2: 1/1/30 – 12/31/30

**B. Insurance Requirements**

The selected Contractor will, at its own expense, be required to obtain and keep in force Workers’ Compensation, Employees’ Liability and/or Contractor’s Insurance in the amounts and pursuant to the requirements stated in Article VIII, Sections 1 through 3 inclusive of the Agreement set forth in **Appendix C: Form of Contract** hereto.

**C. Performance Bond**

The selected Contractor will be required to furnish a performance bond to the District in the amount of \$300,000, the condition of which shall be the full and complete execution and

performance of each and all terms contained in the Agreement set forth in **Appendix C: Form of Contract** hereto. The entire cost of the bond shall be paid for by the contractor.

<b>APPENDIX A: REQUIRED FORMS</b>
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Complete the following forms and include with your proposal.

1. PRICE SHEET A: Material Handling and Recycling/Disposal
2. PRICE SHEET B: Management and Labor
3. Certification Statement
4. Non-Collusion Affidavit
5. W-9

**APPENDIX A: REQUIRED FORMS**

**PRICE SHEET A: MATERIAL HANDLING AND RECYCLING / DISPOSAL**

**Instructions:** Provide the cost per pound to be paid by the District for the net weight of all materials collected. Prices should include all expenses related to the provision of supplies, transportation, recycling, and/or disposal but should exclude the cost of labor. *Note:* Items marked with an \*\* are currently managed through alternate vendors and should not be coming in with the city deliveries. Pricing for these items is still requested. In the adjacent column, indicate the management method as follows:

**R** = (Recycle, Reuse, Beneficial Use)

**D** = (Treat, Dispose, Incinerate)

Cuyahoga County Solid Waste Management District HHW-RFP Price Sheet A - Per Pound Pricing					
Waste Stream	Example Description	Product Container Size	Packaging	Price/Pound	Treatment Method
Non-DOT Regulated Liquid and Solid Products	Latex Paint, Adhesives, Sealants, Car Care Products, Household Products, Waxes, Drywall Compound	up to 5 gallon	Loose Pack		
DOT Flammable and Combustible Paint	Oil Based Paint/Solvent/Stain, Shellac, Varnish, Coatings	up to 5 gallon	Loose pack		
DOT Poison/Toxic Liquids and Solids	Pesticides, Herbicides, Insecticides, Consumer Packaged Poisons	up to 5 gallon	Loose pack		
DOT Flammable and Combustible Products	Adhesives, Roof Tar, Sealants, Car Care Products, Household Products, Grease, Solvents, Fuels	up to 5 gallon	Loose pack		
DOT Flammable and Combustible Liquids	Gasoline, Kerosene, Diesel Fuel and Solvents	up to 5 gallon	Bulking		

Cuyahoga County Solid Waste Management District HHW-RFP Price Sheet A - Per Pound Pricing					
Waste Stream	Example Description	Product Container Size	Packaging	Price/Pound	Treatment Method
DOT Flammable Aerosols	Paint, Solvents, Cleaners, Car Care Products	1- 24 ounce	Loose pack		
DOT Poison/Toxic Aerosols	Pesticides, Herbicides, Insecticides, Consumer Packaged Poisons	1- 24 ounce	Loose pack		
DOT Corrosives and Oxidizers	Bleach, Household Cleaners, Car Products, Pool Care Products, Acids, Caustics, Oxidizers	up to 5 gallon	Loose pack		
DOT Reactives	Household Cleaners, Car Products, Pool Care Products, Reactives	up to 5 gallon	Lab Pack		
Mercury	Thermometers and Apparatuses	Varies	Lab Pack		
Mercury	Vials of Elemental Mercury	Varies	Lab Pack		
Oil	Motor Oil, Hydraulic Oil, Transmission Fluid	up to 5 gallon	Bulking		
Oil Filters	Motor Oil, Hydraulic Oil, Transmission Fluid Filters	Each	Loose pack		
Antifreeze	Ethylene Glycol, Propylene Glycol	Quart to 5 gallon	Bulking		
Amines/Hardeners	Amines	Up to 5 gallons	Loose pack		
Fluorescent Bulbs **	Tubes, U-shape, Circular, CFL - Crushed	55 gallon drum	Loose pack		

Cuyahoga County Solid Waste Management District HHW-RFP Price Sheet A - Per Pound Pricing					
Waste Stream	Example Description	Product Container Size	Packaging	Price/Pound	Treatment Method
Household Batteries **	Alkaline	Varies	Loose pack		
Household Batteries **	Rechargeable Lithium Ion and NiCad	Varies	Loose pack		
Household Batteries **	Lithium and Button Style	Varies	Loose pack		
DOT Flammable Cylinders **	Barbeque Propane Style	20 lbs.	Loose pack		
DOT Flammable Cylinders **	Camper Stove Propane Style	5 lbs.	Loose pack		
DOT Flammable Cylinders**	Acetylene	Varies	Loose pack		
DOT Flammable Cylinders**	Misc.	Varies	Loose pack		
Non-DOT Flammable Cylinders **	Helium	5-10 lbs.	Loose pack		
Non-DOT Flammable Cylinders **	Nitrogen	5-20 lbs.			
Non-DOT Flammable Cylinders**	Freon	1-20 lbs.	Loose pack		
Non-DOT Flammable Cylinders **	ABC Fire Extinguishers	20 lbs.	Loose pack		
Non-DOT Flammable Cylinders **	ABC Fire Extinguishers	5 lbs.	Loose pack		
Non-DOT Flammable Cylinders **	CO2 Fire Extinguishers	5-20 lbs.	Loose pack		
Light Ballasts**	PCB	Varies	Loose pack		

Cuyahoga County Solid Waste Management District HHW-RFP Price Sheet A - Per Pound Pricing					
Waste Stream	Example Description	Product Container Size	Packaging	Price/Pound	Treatment Method
Light Ballasts**	Non-PCB	Varies	Loose pack		
Vapes**	Single-Use Vape Pens	Varies	Loose Pack		

**APPENDIX A: REQUIRED FORMS**

**PRICE SHEET B: MANAGEMENT AND LABOR**

**Instructions:** Provide a daily labor rate for the site manager and for each technician. Then, provide a total daily labor rate by adding the daily rate for one (1) dedicated site manager plus the daily rate for four (4) technicians. Assume a standard workday of 9 hours which is a historical average. *Note: for any operating days that require 4 hours of work or less, the Contractor will be asked to charge for one half of the daily labor rate.*

	Daily labor rate for site manager	Daily labor rate per technician	Total Daily Labor Rate per operating day Site Manager plus 4 technicians
HHW Facility Operations	\$	\$	\$

**APPENDIX A: REQUIRED FORMS**

**CERTIFICATION STATEMENT**

**Instructions:** This certification should be signed and dated by the person that is responsible for the preparation of the proposal. .

<b>I do hereby certify that the professional and technical services shall be provided in full accordance with all requirements, terms, and conditions stated in the Request for Proposal and its appendices and addenda.</b>	
<b>Organization's Full Legal Name:</b>	<b>State in which incorporated:</b>
<b>Organization's Full Address:</b>	<b>Signature:</b>
	<b>Signer's Name and Title:</b>
	<b>Telephone Number:</b>

**APPENDIX A: REQUIRED FORMS**

**NON-COLLUSION AFFIDAVIT**

This affidavit is to be filled in and executed by the Respondent; if the Response is made by a corporation, then by its Chief Officer.

STATE OF OHIO  
COUNTY OF \_\_\_\_\_

RESPONDENT \_\_\_\_\_, being first duly  
(Name)

sworn, deposes and says that he is \_\_\_\_\_ of  
(Sole owner, partners, president, etc.)

\_\_\_\_\_  
(Company name)

the party making the foregoing Response; that such Response is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Response is genuine and not collusive or sham; that said Respondent has not directly or indirectly, induced or solicited any other Respondent to submit a false or sham Response, and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to submit a sham Response, or that anyone will refrain from Responding; that said Respondent has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Response price of said Respondent or of any other Respondent, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such Response are true; and, further, that said Respondent has not directly or indirectly, submitted his Response price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Respondent in his general business.

Signed: \_\_\_\_\_

Subscribe and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Seal of Notary

\_\_\_\_\_  
Notary Public

**APPENDIX A: REQUIRED FORMS**

**ATTACH TAXPAYER IDENTIFICATION**  
**W-9 FORM**

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

1. Facility Diagram
2. Household Hazardous Waste Program FAQ's
3. HHW Operations Calendar
4. HHW Program Segregation Chart
5. 2023 Material Collection Totals
6. 2024 Material Collection Totals
7. 2025 Material Collection Totals (YTD)



**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

**FACILITY DIAGRAM**



**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

**HOUSEHOLD HAZARDOUS WASTE PROGRAM FAQ's**

The Cuyahoga County Solid Waste District partners with the 59 communities in the county to offer the Cuyahoga County Household Hazardous Waste Disposal Program. Communities hold regular or periodic collection events for residents to turn in HHW for free. The communities deliver the materials to a Special Waste Convenience Center operated by the District. The District's HHW program is not open to the general public.

**Q: How often and what days does the HHW program operate?**

A: The District operates the program two days per month. The District has a set schedule to accept deliveries from cities on the first Friday and third Monday of every month (2025 calendar attached), a total of at least 24 operating days per year. The schedule was established based on recommendations from our cities. There may be an adjustment for an operating day that falls on a holiday. The District may also cancel an operating day if fewer than 4 cities have requested a delivery. The contractor would be notified a few days in advance if a day is cancelled.

**Q: How does the program work?**

A: Cities schedule an appointment with the District representative to deliver HHW on an operating day. Cities are asked to request an appointment at least one week prior. They also report how many containers (# of flex bins, drums, unknown materials, other) they will bring that day. Deliveries are scheduled every half-hour (2 cities per 30 minutes) from 8:00-10:00 a.m. After 10:30 a.m., the contractor has the remainder of the day to process. As the materials arrive, containers are weighed and the net weight for each city is recorded by the contractor on a tab sheet provided by the District. Cities get recycling credit for the weight they deliver to the District.

**Q: How are the materials packaged? How do they arrive at the District?**

A: HHW is packaged by the cities into containers provided by the contractor. Flex bins (DOT-rated gaylord or CY boxes) with liners, pallets, metal drums (55-gallon), poly drums (55-gallon) and 5-gallon pails are offered to the cities on an as-needed basis. The city employees are trained by the HHW contractor to do basic sorting, separation and packaging of the materials in the provided containers (segregation chart attached). For the most part, the city employees do a decent job of separating the items before delivery to the District. In instances where a city has made a mistake in packaging (or perhaps they accepted a problematic item) the District follows up with them immediately and keeps a record of infractions. After 3 such infractions in a 2 year period, we will stop accepting material from that city until we can provide them with some specialized on-site training to prevent future mistakes.

Containers and pallets arrive on city trucks and are unloaded by the contractor. The contents are examined, checked and re-sorted/repackaged by the contractor. Materials are shipped out in the same containers received from the cities. When HHW is delivered, a city's supplies are replaced at the point of delivery.

**HOUSEHOLD HAZARDOUS WASTE PROGRAM FAQ's**

**Q: How many cities deliver materials per operating day?**

A: These numbers were determined based on the net weight of materials removed from city vehicles. There are 59 communities in Cuyahoga County. In 2024, the lowest volume (excepting cancelled days) received on an operating day was 2,441 lbs. (March 20). The highest volume was 35,454 lbs. (October 4).

<b>YEAR</b>	<b>AVG. CITIES PER DAY</b>	<b>AVG. WEIGHT PER DAY (pounds)</b>
2022 (21 days)	7	15,427
2023 (23 days)	7	13,644
2024 (20 days)	8	16,390

**Q: Are there months that are busier than others?**

A: While we operate our program year-round, there are still some communities that only collect HHW from their residents seasonally. May-early June and late September-October tend to be months with larger delivery volumes. The contractor can choose to have more staff on-site to manage really large volumes in a single day.

**Q: How many employees are needed on-site during operating days?**

A: The contractor's project manager and multiple chemists or lab-pack technicians are on-site during an operating day to process the material. In 2024, an average of 6.4 workers were on-site for each scheduled collection day. On low volume days, the current contractor has 3-4 workers on-site to process the material received. On high volume days, 9-10 workers are on-site to manage the waste. The number of workers needed varies based on volume; the company that receives the contract award should be able to determine how much staff is needed after just a few operating days.

**Q: What was the annual amount of HHW material collected and annual contract cost under the previous contract?**

A: See table below

<b>YEAR</b>	<b>CONTRACT COST (inc. labor)</b>	<b>TOTAL HHW PROCESSED</b>
2022 (21 operating days)	\$248,220.20	310,934 lbs.
2023 (23 operating days)	\$269,881.69	298,760 lbs.
2024 (20 operating days)	\$266,363.45	322,824 lbs.

**HOUSEHOLD HAZARDOUS WASTE PROGRAM FAQ's**

**Q: What containers are used in the operation of the HHW Facility? What quantities are used?**

A: The following table lists the types of supplies used to pack HHW materials and the quantities of each shipped out of the HHW facility. It is assumed that all supplies provided to communities are used for HHW storage and packing and are eventually returned to the District. However, supply disbursements to communities are not tracked or inventoried.

SUPPLY	SUPPLIES SHIPPED (2020)
30 Gal / 120 Litre Open Poly Drum	6
15 Gal / Open Poly Drum	1
5 Gal / 20 Litre Poly Drum	16
55 Gal / 205 Litre Steel Drum	277
55 Gal / 205 Litre Open Head Poly Drum	55
275 Gal Bulk Poly Drum w/ Metal casing	2
1 CY Flexbin (including box, liner and pallet)	374

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**



**~ 2025 ~  
Household Hazardous Waste  
Disposal Program**

The Solid Waste District is open for **HHW deliveries from service departments** the **first Friday and third Wednesday** of every month.

Contact Matt Walters to schedule an appointment.  
(216) 698-7595 -or- (216) 678-0648 -or- [mwalters@cuyahogacounty.us](mailto:mwalters@cuyahogacounty.us)  
REFER ANY RESIDENT PHONE CALLS TO OUR MAIN # AT (216) 443-3749.

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Observed holidays are in **RED**. (Solid Waste District is closed.)

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**



**~ 2025 ~**

**Household Hazardous Waste Disposal Program**

4750 East 131 Street, Garfield Heights \*\* (216) 443-3749

Service departments can contact Matt Walters to schedule a delivery appointment. Please call/email for your appointment well in advance of the requested date. (216) 698-7595 -or- (216) 678-0648 -or- [mwalters@cuyahogacounty.us](mailto:mwalters@cuyahogacounty.us)

The District accepts haz waste deliveries from communities by appointment on the listed dates from 7:30 AM-10:30 AM.

No resident drop-offs.

REFER ANY RESIDENT PHONE CALLS ABOUT HAZ WASTE TO OUR MAIN # AT (216) 443-3749.

**\*\* HHW Operating (Drop-Off) Days \*\***

Friday, January 3  
Wednesday, January 15

Friday, February 7  
Wednesday, February 19

Friday, March 7  
Wednesday, March 19

Friday, April 4  
Wednesday, April 16

Friday, May 2  
Wednesday, May 21

Friday, June 6  
Wednesday, June 18

Friday-cancelled due to holiday  
Wednesday, July 16

Friday, August 1  
Wednesday, August 20

Friday, September 5  
Wednesday, September 17

Friday, October 3  
Wednesday, October 15

Friday, November 7  
Wednesday, November 19


Friday, December 5  
Wednesday, December 17

**SUPPLIES CAN BE ALSO PICKED UP ON THESE DATES AFTER 10:30 AM.  
MAKE ARRANGEMENTS BY SENDING A LIST  
OF REQUESTED ITEMS WELL IN ADVANCE.**

**PLEASE PLAN AHEAD!**

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

## Cuyahoga County Household Hazardous Waste Disposal Program HHW Segregation Chart

	<b>Flammable Liquids (paint)</b> Lined flexbin or 55 gallon drum <i>Oil-based paint, stain, Thompson Water Seal, varnishes</i>		<b>Corrosive Liquids (acidic)</b> 5, 16 or 30 gallon plastic drum <i>Naval Jelly, Muriatic/Hydrochloric/Sulfuric Acid, toilet cleaners</i>
	<b>Aerosols</b> 55 gallon drum or lined flexbin <i>Any aerosol container</i>		<b>Corrosive Liquids (basic)</b> 5, 16 or 30 gallon plastic drum <i>Sodium hydroxide, ammonia, Drano, caustic soda, 409 cleaner</i>
	<b>Flammable Liquids (fuels)</b> 5, 16, 30 or 55 gallon drum <i>Gasoline, kerosene, mineral spirits, acetone, xylene, lighter fluid</i>		<b>Motor Oil/Antifreeze</b> 5, 16, 30 or 55 gallon drum <i>Hydraulic fluid, gear oil, fryer oil, antifreeze</i>
	<b>Pesticides</b> 55 gallon drum <i>Ortho, Scott's, Round-Up, Black Flag</i>		<b>Mercury</b> 5 gallon pail <i>Thermometers, switches</i>
	<b>Bleach (hypochlorite solutions)</b> Pack alone in 5, 16 or 30 gallon plastic drum <i>Household bleach, Clorox®</i>		<b>Propane Tanks and Cylinders</b> <b>20# grill tanks to any Blue Rhino location</b> <small>Helium tanks, oxygen tanks and fire extinguishers can be managed by the resident on their own. Call for details. Refrigerant is not accepted</small>

**DO NOT TAKE** latex paint, batteries, bulbs, ammunition, DEA material, medical waste, smoke detectors, fireworks and flares



**Cuyahoga County**  
SOLID WASTE DISTRICT  
CuyahogaRecycles.org

4750 East 131 Street • Garfield Heights, OH 44105 • office: (216) 443-3749  
HHW program manager: (216) 698-7595 • [www.CuyahogaRecycles.org](http://www.CuyahogaRecycles.org)

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

**2023 MATERIAL COLLECTION TOTALS**

<b>2023 HHW Totals</b>		
<b>Material (in pounds)</b>	<b>Total Weight</b>	<b>Percentage of total</b>
Non-DOT Regulated Liquid and Solid Products	35,235	11.9%
DOT Flammable and Combustible Paint - Oil-Base Paint, Solvents	104,408	35.2%
DOT Poison/Toxic Liquids - Pesticides, Herbicides	16,394	5.5%
DOT Poison/Toxic Solids	6,579	2.2%
DOT Flammable and Combustible Products - Adhesives, Roof Tar	5,856	2.0%
DOT Flammable and Combustible Liquids - Gasoline, Kerosene	34,550	11.6%
DOT Flammable Aerosols - Paint, Solvents	20,778	7.0%
DOT Poison/Toxic Aerosols - Pesticides, Herbicides	2,010	0.7%
DOT Corrosives and Oxidizers - Bleach, Cleaners	10,455	3.5%
DOT Reactives - Cleaners, Pool Chemicals	-	0.0%
Mercury - Thermometers, Apparatuses	55	0.0%
Mercury - Liquid, Elemental	-	0.0%
Oil	43,871	14.8%
Oil Filters	-	0.0%
Antifreeze	16,828	5.7%
Non- Contract Material	1,741	0.5%

**Total Weight: 298,760 lbs.**

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

**2024 MATERIAL COLLECTION TOTALS**

<b>2024 HHW Totals</b>		
<b>Material (in pounds)</b>	<b>Total Weight</b>	<b>Percentage of total</b>
Non-DOT Regulated Liquid and Solid Products	37,019	11.5%
DOT Flammable and Combustible Paint - Oil-Base Paint, Solvents	111,362	34.7%
DOT Poison/Toxic Liquids - Pesticides, Herbicides	19,983	6.2%
DOT Poison/Toxic Solids	7,233	2.3%
DOT Flammable and Combustible Products - Adhesives, Roof Tar	6,325	2.0%
DOT Flammable and Combustible Liquids - Gasoline, Kerosene	35,183	10.9%
DOT Flammable Aerosols - Paint, Solvents	24,107	7.5%
DOT Poison/Toxic Aerosols - Pesticides, Herbicides	1,252	0.4%
DOT Corrosives and Oxidizers - Bleach, Cleaners	11,205	3.5%
DOT Reactives - Cleaners, Pool Chemicals	-	0.0%
Mercury - Thermometers, Apparatuses	50	0.0%
Mercury - Liquid, Elemental	-	0.0%
Oil	49,745	15.5%
Oil Filters	-	0.0%
Antifreeze	17,869	5.6%
Non-Contract Waste	1,501	0.5%

**Total Weight: 322,824 lbs.**

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

**2025 YTD MATERIAL COLLECTION TOTALS**

<b>2025 YTD HHW Totals – 9 out of 20 collection days</b>		
<b>Material (in pounds)</b>	<b>Total Weight</b>	<b>Percentage of total</b>
Non-DOT Regulated Liquid and Solid Products	16,004	11.3%
DOT Flammable and Combustible Paint - Oil-Base Paint, Solvents	49,993	35.3%
DOT Poison/Toxic Liquids - Pesticides, Herbicides	9,378	6.6%
DOT Poison/Toxic Solids	2,960	2.1%
DOT Flammable and Combustible Products - Adhesives, Roof Tar	1,310	0.9%
DOT Flammable and Combustible Liquids - Gasoline, Kerosene	16,378	11.6%
DOT Flammable Aerosols - Paint, Solvents	11,167	7.9%
DOT Poison/Toxic Aerosols - Pesticides, Herbicides	760	0.5%
DOT Corrosives and Oxidizers - Bleach, Cleaners	2,497	1.8%
DOT Reactives - Cleaners, Pool Chemicals	175	0.1%
Mercury - Thermometers, Apparatuses	56	0.0%
Mercury - Liquid, Elemental	-	0.0%
Oil	20,750	14.7%
Oil Filters	-	0.0%
Antifreeze	10,144	7.2%
Non-contract Waste	736	0.05%

**Total Weight: 142,308 lbs.**

**APPENDIX B: HHW FACILITY AND PROGRAM INFORMATION**

**2025 INVOICE EXAMPLE**

<b>REMIT TO:</b>				
Chevron Corp. PO BOX 650998 Dallas, TX 75265-0998				
<b>INVOICE</b>		<b>M005781-IN</b>		
Cuyahoga County Solid Waste District 4750 East 131 Street Garfield Heights, OH 44105 (216) 443-3707		Invoice Date: 9/23/2025 Manifest #: 012500992FLE Service Date: 6/6/2025 Payment Due: 10/23/2025 Contract #: CMS159		
Material	Waste Code	Weight	Price/lb.	Total
Non-DOT Regulated Liquid and Solid Products		1,997	\$ 0.45	\$ 898.65
DOT Flammable and Combustible Paint - Oil-Base Paint, Solvents		3,105	\$ 0.71	\$ 2,247.15
DOT Poison/Toxic Liquids - Pesticides, Herbicides		667	\$ 0.92	\$ 613.64
DOT Poison/Toxic Solids		-	\$ 3.16	\$ -
DOT Flammable and Combustible Products - Adhesives, Roof Tar		719	\$ 0.71	\$ 510.49
DOT Flammable and Combustible Liquids - Gasoline, Kerosene		2,705	\$ 0.52	\$ 1,437.80
DOT Flammable Aerosols - Paint, Solvents		1,005	\$ 0.79	\$ 793.95
DOT Poison/Toxic Aerosols - Pesticides, Herbicides		-	\$ 1.08	\$ -
DOT Corrosives and Oxidizers - Bleach, Cleaners		342	\$ 1.24	\$ 424.08
Household Haz Waste acids		400	\$ 1.24	\$ 538.00
DOT Reactives - Cleaners, Pool Chemicals (min. \$150/pail)		-	\$ 7.38	\$ -
Mercury - Thermometers, Apparatus (min. \$185/pail)		-	\$ 393.00	\$ -
Mercury - Liquid, Elemental		-	\$ 593.00	\$ -
Oil		3,374	\$ 0.41	\$ 1,383.34
Oil Filters		-	\$ 0.21	\$ -
Antifreeze		2,322	\$ 0.48	\$ 1,114.56
Fluorescent Bulbs - Tubes, U-Shape, Circular, CFL		-	\$ 2.09	\$ -
Household Batteries - Alkaline		-	\$ 1.09	\$ -
Household Batteries - Rechargeable Li-Ion, NiCad (min. \$125/pail)		-	\$ 8.24	\$ -
Household Batteries - Lithium, Button Style (min. \$125/pail)		-	\$ 8.24	\$ -
Light Ballasts - PCB (min. \$250/pail)		-	\$ 250.00	\$ -
Light Ballasts - Non PCB (min. \$185/pail)		-	\$ 183.00	\$ -
<b>Non-Contract Waste</b>		<b>Waste Code</b>	<b>Quantity</b>	<b>Price/unit</b>
Crushed Bulbs in Drum			-	\$2.73
Vape Pens in Drum (\$595 min per drum)			-	\$2.40
Ethanolamine/Ammonia			-	\$1.08
Nitric Acid 55G			-	\$541.00
Acid House Cleaner Consolidation 55G			-	\$205.00
Amines			-	\$1.04
Expandable Foam Aerosols			-	\$408.410
<b>Cylinders</b>		<b>Waste Code</b>	<b>Quantity</b>	<b>Price/unit</b>
DOT Flammable Cylinders - 20# Propane			-	\$ 300.00
DOT Flammable Cylinders - 5# Propane			-	\$ 280.00
DOT Flammable Cylinders - Acetylene			-	\$ 463.00
DOT Flammable Cylinders - Misc.			-	\$ 1,129.00
Non-DOT Flammable Cylinders - Helium			-	\$ 344.00
Non-DOT Flammable Cylinders - Nitrogen			-	\$ 344.00
Non-DOT Flammable Cylinders - Freon			-	\$ 310.00
Non-DOT Flammable Cylinders - 20# Fire Extinguisher			-	\$ 273.00
Non-DOT Flammable Cylinders - 5# Fire Extinguisher			-	\$ 143.00
Non-DOT Flammable Cylinders - CO2 Fire Extinguisher			-	\$ 344.00
<b>Disposal Total</b>				<b>\$ 9,981.00</b>
<b>Labor</b>		<b># of staff</b>	<b>Price/day</b>	
Labor Day 1 - Manager		1	\$ 700.00	\$ 700.00
Labor Day 1 - Tech		5	\$ 600.00	\$ 3,000.00
Labor Day 2 (if necessary) - Manager		-	\$ 700.00	\$ -
Labor Day 2 (if necessary) - Tech		-	\$ 600.00	\$ -
<b>Labor Total</b>				<b>\$ 3,700.00</b>
<b>Supplies</b>		<b># of item</b>	<b>Price/unit</b>	
Cubic Yard Box w/ Liner		10	\$ 50.00	\$ 500.00
350 Steel Open Top		24	\$ 40.00	\$ 960.00
350 Poly Open Top		4	\$ 40.00	\$ 160.00
<b>Supplies Total</b>				<b>\$ 1,620.00</b>
<b>Transportation</b>			<b>Price/unit</b>	
Transportation		1	\$ 636.00	\$ 636.00
Fuel Surcharge		656	\$ 0.25	\$ 164.00
<b>Transportation Total</b>				<b>\$ 820.00</b>
<b>Total</b>				<b>\$ 16,121.00</b>

**APPENDIX C: FORM OF CONTRACT**

**FORM OF CONTRACT**

**THIS AGREEMENT** is entered into by and between the Cuyahoga County Solid Waste Management District (“the District”), acting by and through the Board of Directors of the Cuyahoga County Solid Waste District (the “Board”) and \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (hereinafter “the Contractor”), hereinafter collectively the Parties.

**RECITALS**

**WHEREAS**, the District has, pursuant to Sections 3734.54 and 3734.55 of the Ohio Revised Code, prepared, adopted, and received approval from the Director of Ohio EPA for a solid waste management plan (the Plan), to provide adequate solid waste recycling and disposal capacity and solid waste management alternatives to households and businesses within the geographic boundaries of the District; and,

**WHEREAS**, one of the strategies adopted pursuant to the Plan is to provide opportunities for the environmentally sound management of household hazardous waste (HHW) by providing a collection facility (HHW Facility) where Cuyahoga County communities may deliver HHW for proper recycling or disposal; and,

**WHEREAS**, the District issued a Request for Proposals for Operation of the Cuyahoga County Household Hazardous Waste Collection Facility (the RFP); and

**WHEREAS**, the District determined that the Contractor has the necessary personnel, experience, facilities and expertise to manage all phases of the collection, processing, transportation, and recycling or disposal of HHW for the District based on its response to the RFP; and,

**WHEREAS**, the District recommended that the Board authorize this Agreement pursuant to the Contractor’s Proposal and the selection by the District; and

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein, the District and the Contractor agree by and between themselves as follows:

**Article I - Statement of Work**

1. During the term of this Agreement, the Contractor shall organize and perform the services set forth in this Article I of this Agreement and further set forth in the Request for Proposals issued by the District and in the Contractor’s Proposal which are attached as Exhibit E and hereby made a part of this Agreement. Such services shall be performed on scheduled facility operating days (HHW Operating Days). The number of HHW Operating Days will be determined by the District and will be a minimum of two days per month during the term of this Agreement.
2. The Contractor shall furnish the necessary trained personnel, expertise, labor, facilities, equipment and other services needed to assure the satisfactory performance of the work hereunder.

3. The Contractor agrees to assign one dedicated site manager to assure the satisfactory performance of the work hereunder and to serve as the primary contact for the District.
4. The Contractor shall provide all preliminary tasks including developing a facility layout, material handling and operations plan, developing a health and safety plan, and developing a record keeping system. The Contractor shall conduct trainings, when requested by the District, for municipal service personnel and shall cooperate with the District to schedule and organize the trainings on site and at municipal locations.
5. The Contractor agrees to accept all materials turned in at the HHW facility except for those materials stated to be unacceptable in the Contractor's proposal and except for those materials the District desires to recycle or dispose independently of this Contract. If any of the accepted materials were not included in the price list provided in the Contractors proposal, then the pricing for such items shall be negotiated and agreed upon between the District and the Contractor within two working days of the HHW Facility operating day and prior to invoicing.
6. For each HHW Operating Day, the Contractor shall provide for the mobilization to and the demobilization from the HHW facility. The Contractor will be responsible for providing all packing materials, packing containers, shipping containers, and shipping vehicles. The Contractor will be responsible for unloading vehicles; for all material handling, sorting and packaging; for site safety; site preparation; spill prevention, containment and cleanup; and site restoration. All HHW must be packaged and transported off-site at the end each HHW Operating Day.
7. The Contractor shall transport all HHW materials to a permitted treatment, storage and disposal facility (TSDF) or a legitimate recycling facility, as required by federal, state, and local laws and regulations.
8. The Contractor shall assure that all HHW materials are properly classified, packaged, manifested, loaded, and segregated in accordance with United States Department of Transportation (DOT) regulations, United States Environmental Protection Agency (U.S. EPA) regulations, and any other federal, state, or local laws, rules, regulations, or ordinances governing the packaging, shipment, and recycling and disposal of such materials. The Contractor expressly assumes the status and obligations of a generator and a shipper for all shipments of HHW collected, as those terms are defined in the applicable DOT and U.S. EPA regulations.
9. The Contractor agrees to perform all services hereunder in a safe and workmanlike manner, and in full compliance with all applicable laws, regulations, and ordinances of any federal, state or local governmental entity. The District agrees to cooperate fully with the Contractor to minimize any safety risks during the Contractor's performance of the services provided hereunder, including, but not limited to, assuring that any employees or agents of the District present at the facility use appropriate personal protective equipment, follow restricted area rules, and follow appropriate waste handling procedures, as instructed by the Contractor.
10. The Contractor may, from time to time as it deems appropriate, communicate specific requests to the District concerning the performance of the work under this Agreement. Upon such notice,

the District shall use its best efforts to fulfill such requests. These requests are for the sole purpose of performing the specific tasks necessary to ensure satisfactory completion of the work described in this Agreement and shall not be deemed to amend or alter this Agreement or any part thereof.

11. The District and the Contractor may negotiate additional contract provisions mutually agreeable to both Parties as long as such contract provisions do not affect the not to exceed contract price.

## **Article II – Payment and Record Keeping**

1. The Contractor will submit an invoice to the District for the sum total charge of all materials collected during a HHW Operating Day according to the price lists attached as **Exhibit A**. **Exhibit A** sets forth the price per pound to be charged for each HHW material, the charge for labor, the charge for supplies shipped from the HHW facility, and the charge for transportation. Any charges for materials accepted by the Contractor and not included in Exhibit A shall be negotiated and agreed upon between the District and the Contractor within two working days of the HHW Facility operating day and itemized on the invoice. Each invoice must contain the following:
  - a. the name of the Contractor and Federal ID number;
  - b. the invoice date;
  - c. the date(s) of the HHW Facility operating day;
  - d. an itemized listing of the actual pounds (net weight) of HHW collected within each itemized category and the total charges per each itemized category. This list and charges must conform the price lists attached as Exhibit A. The invoice format must be pre-approved by the District;
  - e. Copies of weight slips from a certified scale documenting the gross and tare weights for all shipments of HHW delivered to the recycling facility or the treatment, storage and disposal facility.
2. The District shall make payment to the Contractor within sixty (60) days of receipt of a properly completed invoice.
3. Prices will be applied to the term (first three years) of the contract. The Selected Contractor may propose a price adjustment beginning in Option Year 1. Any proposed changes should be based on the upon the U.S. Bureau of Labor Statistics Consumer Price Index change over the previous twelve (12) month period for All Urban Consumers (CPI-U); Midwest Region – December 2028.
4. The total amount paid to the Contractor each year during the term of this Agreement shall not exceed \$           .00 per year.

## **Article III - Required Records**

1. Any records related to the operation of the HHW facility by the Contractor or the District shall be kept in a manner so that they can be readily located by the Contractor or the District. The Contractor shall maintain a complete record of each HHW Operating Day (Required Records) including a record of staffing and hours worked, the total pounds of each HHW material type collected; copies of all manifests, shipping papers, shipping container device and number, waste characteristics and other information required by federal, state, or local laws and regulations; a record of each destination facility to fully account for the final destination of all HHW collected

during each HHW Operating Day; and certificates of final treatment and/or disposal. The Contractor shall maintain the Required Records for at least five (5) years following end of the contract term and shall notify the District prior to the destruction of any Required Records to offer the District the opportunity to obtain copies of any such records.

#### **Article IV - Taxes, Fees, Permits and Licenses**

1. The Contractor shall pay for and maintain in current status any and all taxes which are necessary to contract performance, at no additional cost to the District.
2. The Contractor shall pay for and maintain in current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for fees, assessments or charges and to immediately comply with changes or regulations during the entire term of this Agreement.
3. The Contractor shall secure and maintain any and all licenses and permits necessary for transportation of hazardous waste in Ohio and any other states through which wastes will be transported and must obtain any and all federal, state, and local permits and/or authorizations needed to manage, process, treat and/or dispose of hazardous waste.

#### **Article V - Responsibilities**

1. The Contractor shall assume the status and obligations of a generator and a shipper for all shipments of HHW collected, as those terms are defined in the applicable DOT and U.S. EPA regulations.
2. The Contractor shall become familiar with and abide by current federal laws and regulations, state statutes and rules, and local ordinances which could impact pricing or performance. The Contractor shall comply with all applicable federal and state laws and regulations and all subsequent amendments thereof including, but not limited to the following:
  - a. Ohio Solid and Hazardous Waste Management Law (ORC 3734) and Ohio Solid and Hazardous Waste Rules (OAC Chapters 3745-27 and 3745-49 through 69);
  - b. Federal Occupational Safety and Health Act of 1970 (OSHA);
  - c. Federal Resource Conservation and Recovery Act of 1976 (RCRA);
  - d. Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA);
  - e. Federal Hazardous Material Transportation Regulations (49 CFR 172);
  - f. Water Pollution Control Act (ORC 6111);
  - g. Federal Hazardous and Solid Waste Act of 1984.
3. The Contractor shall report the following, if applicable, during the contract period:
  - a. A spill incident report for each spill containing the information required by OAC Chapter 3745-53 and 40 CFR Part 263;
  - b. Any land ban exemption notifications provided to EPA;
  - c. Manifest discrepancy reports, if necessary.

**Article VI - Relationship of the Parties**

1. It is expressly understood that the District and the Contractor are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.
2. Pursuant to the U.S. EPA and DOT regulations relating to hazardous waste, the Contractor assumes the status and obligations of a generator and shipper for all HHW collected during this Program under the terms of this Agreement. The Contractor shall be responsible for or shall require its subcontractor(s) to be responsible for filing any notifications and/or securing any permits, licenses, or other authorizations required to carry out the Program.

**Article VII - Conditions and Warranties**

1. The Contractor warrants it has the necessary qualifications to provide the District with the essential services required for performance and completion of the tasks and services set forth herein and will use its best efforts in the performance of the Statement of Work of this Agreement. Best efforts shall be defined as being efforts performed in a safe, workmanlike manner according to the highest professional standard for the purpose intended. There will be no breach of this covenant if the Contractor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part.

**Article VIII – Performance Bond and Insurance**

**1. Performance Bond.**

Within ten (10) days after receiving the Notice of Award, the Contractor will furnish a Performance Bond in the amount of **INSERT AMOUNT** executed by a duly authorized surety, acceptable to the District in all respects, or such other security acceptable to the District. The entire cost of the bond(s) will be paid for by the Contractor.

**2. Insurance.**

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the District, and the Contractor will furnish the District certificates of insurance or other evidence satisfactory to the District evidencing the required insurance has been procured and is in force. The Contractor will upon written request from District provide District with original copies of the insurance certificates associated with such policies.

The District and its Board members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will 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. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self- insurance, or self-funding arrangement maintained by District which will not contribute therewith, and there will be severability

of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

<b>Insurance Coverage Requirements</b>	<b>Minimum limits of liability, terms, and coverage</b>
<b>Commercial General Liability</b>	\$5,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and complete operations. \$10,000,000 products/completed operations annual aggregate. \$10,000,000 general annual aggregate
<b>Auto Liability Insurance</b>	\$5,000,000 each person, bodily injury, and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
<b>Employer's Liability</b>	\$5,000,000 bodily injury by accident, each accident \$5,000,000 bodily injury by disease, each employee \$5,000,000 bodily injury by disease, policy aggregate
<b>Umbrella/Excess Liability</b>	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
<b>Pollution Legal Liability</b>	\$5,000,000 per claim \$10,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
<b>Property</b>	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. District 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 Contractor in the performance of services hereunder.

**3. Workers' Compensation Coverage.**

Prior to commencing work under this Agreement, the Contractor shall furnish to the District satisfactory proof that the Contractor has paid current premiums for workers' compensation coverage

for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as **Exhibit B**. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an ongoing basis, as such proofs expire. The Contractor shall hold the District free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

## **Article IX – Indemnification**

### **1. Environmental Indemnity.**

The Contractor will indemnify, save, and hold the District, its Board members, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnitee may incur, become responsible for, or pay out for or resulting from Contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim, and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

### **2. General Indemnity.**

The Contractor will indemnify, save, and hold the District, its Board members, employees, agents, officers and consultants (each an "Indemnitee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnitee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnitee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive the expiration or earlier termination of this Agreement.

### **3. Indemnity Not Limited.**

In any and all claims against the District, its employees, agents, officers, and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation

acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer, or consultant of the District.

**4. No Indemnity by the District.**

The Contractor acknowledges that, as a political subdivision of the State of Ohio, the District does not indemnify any person or entity. The Contractor agrees that no provision of this Contract or any other contract or agreement between the Contractor and the District may be interpreted to obligate the District to indemnify or defend the Contractor or any other party.

**Article X – Performance Assurance; Breach And Termination**

**1. Performance Assurance; Dispute Resolution.**

The Contractor agrees to immediately report to the District any notice or order from any governmental agency or court or any event, circumstance, or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the District's own determination that any such notice, order, event, circumstance, or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the District will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the District its written response. In the event that the District does not agree that the Contractor's response will provide adequate assurance of future performance to the District, then the District may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the District deems necessary to assure that the services will be available to the District.

**2. Breach of Contract; Termination.**

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the District may terminate the Agreement in the following manner: The District shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the District with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the services, the District may terminate this Agreement. Any such termination shall not take effect until the District is able to secure alternate or substitute performance. The District may commence the process to obtain an alternate or substitute service provider for the services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the District, in the exercise of the reasonable discretion of the District.

**3. Surety or District Cover in the Event of a Material Failure.**

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance, the District shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the District is unable to provide or obtain cover, the effective termination date may be delayed by the District until the District completes the process of obtaining a substitute service

provider of the services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the District's receipt of more than twenty (20) bona fide complaints in any given month regarding the services. A bona fide complaint is a complaint that the District has investigated and determined that the complaints represent failures of the Contractor to provide the required services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the District income taxes.

**4. Termination for Change of Control of Contractor.**

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control are a material term in such an award. If during the term of this Agreement, the Contractor shall be merged or sold, the District shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the District is able to obtain alternate or substitute service.

**5. Force Majeure.**

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

**Article XI – Miscellaneous**

**1. Entire Agreement**

This Agreement, the Invitation to Bid, Bidder's Bid Forms, and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by writing signed by both parties.

**2. Notices**

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention \_\_\_\_\_, and to the District, attention Matthew Walters, Recycling Programs Coordinator, at their respective addresses set forth above. Any change of address must be given in like manner.

Matthew Walters, Recycling Programs Coordinator  
Cuyahoga County Solid Waste District  
Office (216) 698-7595 Cell (216) 678-0648  
[mwalters@cuyahogacounty.us](mailto:mwalters@cuyahogacounty.us)

***(INSERT CONTRACTOR NAME, ADDRESSES HERE)***

**3. Waiver**

No waiver, discharge, or renunciation of any claim or right of the District or the Contractor arising out of a breach or alleged breach of this Agreement by the District, or the Contractor will be effective unless in writing signed by the District and the Contractor.

**4. Applicable Law**

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio.

**5. Unenforceable Provision**

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

**6. Binding Effect**

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the District, which consent may be withheld for any reason or for no reason.

**7. Rights or Benefits**

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the District and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the District and the Contractor and not for the benefit of any other party.

**Article XII - Construction, Applicable Law, Headings**

1. This Agreement and any claims arising in any way out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance there under shall be brought only in the courts of Ohio, and the Contractor and the District hereby irrevocably consent to such jurisdiction.
2. The headings used in this Agreement are for convenience only and shall not be used in interpreting this Agreement.

**Article XIII – Contract Term**

1. This Agreement shall be effective January 1, 2026 and terminate on December 31, 2028 unless renewed as provided herein.
2. The District shall have the option to renew this Agreement for two additional one year terms. The District shall provide written notice to the Contractor of the District's decision to renew this Agreement within 120 days prior to the termination date.

Option Year 1: 1/1/29 – 12/31/29

Option Year 2: 1/1/30 – 12/31/30

**Article XIV: Electric Signature Policy**

1. By entering into this Agreement, the Contractor, on behalf of its officers, employees, subcontractors, sub-grantees, agents, or assigns, agrees to conduct this transaction by electronic means by agreeing that all documents requiring District signatures may be executed by

electronic means, and that the electronic signatures affixed by the District to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Contractor also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic signatures.

**IN WITNESS WHEREOF**, the District and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

**[INSERT DISTRICT]**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

**Approved by District Attorney or  
Law Director**

\_\_\_\_\_  
Signature Date

**[CONTRACTOR NAME]**

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

**CONTRACT EXHIBIT A:**

**PRICE SHEET A: MATERIAL HANDLING AND RECYCLING / DISPOSAL FORMS**

**AND**

**PRICE SHEET B: MANAGEMENT AND LABOR**

**CONTRACT EXHIBIT B: CURRENT WORKERS' COMPENSATION CERTIFICATE**

Attach the current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to the District on a going-forward basis as Certificates expire.

**CONTRACT EXHIBIT C: CORPORATION AFFIDAVIT**

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO

COUNTY OF \_\_\_\_\_ ss:

\_\_\_\_\_, being duly sworn, deposes and says that he/she is Secretary of the \_\_\_\_\_, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

\_\_\_\_\_  
Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

\_\_\_\_\_  
Name of Corporation

AFFIANT further says that: \_\_\_\_\_  
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

\_\_\_\_\_  
Name of Agreement

for said Corporation by virtue of:

\_\_\_\_\_  
(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

\_\_\_\_\_  
Signature

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

***\*To be completed after award of Contract.***

**CONTRACT EXHIBIT D: PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned For the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility Provider (“Principal”) and [insert name of surety] (“Surety”), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the Cuyahoga County Solid Waste District (“Beneficiary”) Beneficiary in the sum of \_\_\_\_\_, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility Services Agreement by and between Principal and Beneficiary, dated the \_\_\_ day of \_\_\_\_, 202\_\_, a copy of which is hereto attached and made a part hereof..

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety’s obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Operation of the Cuyahoga County Solid Waste District Household Hazardous Waste Collection Facility Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____		_____	
(Principal)		(Surety)	
_____	By: _____	_____	By: _____
(Principal Secretary)		(Surety Secretary)	
(SEAL)		(SEAL)	
_____	_____	_____	_____
(Witness as to Principal)	(Address)	(Witness as to Surety)	(Attorney-In-Fact)
_____	_____	_____	_____
	(Address)	(Address)	(Address)
		_____	_____
		(Address)	(Address)

**Legal Status of the Principal**

A **CORPORATION** duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A **PARTNERSHIP** trading and doing business under the firm name and style of \_\_\_\_\_, all the members of which with addresses are: \_\_\_\_\_.

An **INDIVIDUAL** whose signature is affixed to this Performance Bond, doing business under the firm name and style of \_\_\_\_\_.

**CERTIFICATE AS TO PRINCIPAL**

\_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as the Principal in the within Performance Bond; that \_\_\_\_\_, who signed the Performance Bond on behalf of the Principal was then \_\_\_\_\_ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

**CONTRACT EXHIBIT E -CONTRACTOR'S PROPOSAL**