



Request for Proposal Household Hazardous Waste Collection Program

October 11, 2022

The Geauga-Trumbull Solid Waste Management District ("Geauga-Trumbull SWMD") invites all interested firms that meet the specifications and qualifications contained in this Request for Proposal (the "RFP") to submit proposals to collect, transport, process, recycle, or lawfully dispose of household hazardous waste collected at Geauga-Trumbull SWMD facilities located in Trumbull and Geauga Counties, Ohio.

Each proposal will be reviewed considering the best interests of the Geauga-Trumbull SWMD. Geauga-Trumbull SWMD reserves the right to reject, in whole or in part, any submitted proposal.

Gauga-Trumbull SWMD's implementation of the Household Hazardous Waste Collection Program ("HHW Collection Program") is contingent upon Geauga-Trumbull SWMD's determination, at its sole discretion, that the following minimum conditions have been met:

- (i) Geauga-Trumbull SWMD has identified an entity that meets all of the requirements contained in this RFP (the "Selected Contractor"); and
- (ii) The Board of Directors ("Board") of Geauga-Trumbull SWMD has budgeted and appropriated sufficient funds to implement the HHW Collection Program; and
- (iii) the costs required to implement the Selected Contractor's proposal does not exceed the amount of Geauga-Trumbull SWMD funds approved to implement the HHW Collections Program by the Board; and
- (iv) Final written Board approval for (a) HHW Collection Program and (b) hiring of the Selected Contractor.

All proposals must be received by the Geauga-Trumbull SWMD in sealed envelopes clearly marked no later than the Deadline, as defined below.



Request for Proposal Household Hazardous Waste Collection Program

PROPOSAL:

THE HHW COLLECTION PROGRAM FOR GEAUGA-TRUMBULL SWMD GEAUGA AND TRUMBULL COUNTIES, OHIO

All sealed proposals must be submitted to, and received by, the Geauga-Trumbull SWMD on or before **2:00 p.m. EST, on Tuesday, November 8, 2022** (the "Deadline"). Geauga-Trumbull SWMD will time and date stamp all sealed proposals which are received by the Deadline immediately upon receipt. Geauga-Trumbull SWMD will open all timely submitted proposals at **2:10 p.m. EST, on Tuesday, November 8, 2022** in the conference room of Geauga-Trumbull SWMD, located at 5138 Enterprise Blvd NW, Warren, OH 44481.

Proposals shall be addressed to:

Jennifer Jones, Director,
Gauga-Trumbull SWMD
5138 Enterprise Blvd. NW
Warren, Ohio 44481
PH: 330-675-2673
FX: 330-675-2672
jenn@startrecycling.com

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

NOTE: This RFP is being sent as a courtesy. Geauga-Trumbull SWMD assumes no responsibility for Geauga-Trumbull SWMD's failure to send this RFP to all interested organizations or companies. Interested parties may obtain copies of this RFP by contacting Jennifer Jones at jenn@startrecycling.com by visiting Geauga and Trumbull SWMD at www.startrecycling.com.

SECTION 1 Proposal Instructions and Conditions

1.1 Scope of the Proposal

Any party submitting a proposal in response to this RFP is required to have experience in the collection, management and lawful disposal of household hazardous waste. This RFP is designed to present interested parties with a description of the services required for implementation of the HHW Collection Program and the format for responding to the RFP.

1.1A Interpretations and Addenda

No interpretation made as to the meaning of the RFP shall be binding on Geauga-Trumbull SWMD unless issued in writing by Geauga-Trumbull SWMD and distributed to all interested parties as an addendum to the RFP. All questions concerning this RFP shall be submitted in writing or by e-mail. The deadline for submitting questions is Tuesday, November 1, 2022 prior to 2:00 pm EST. Any request shall be addressed to:

Jennifer Jones, Director
Geauga and Trumbull SWMD
5138 Enterprise Blvd. NW
Warren, OH 44481
E-Mail: jenn@startrecycling.com

All questions shall specify the section(s), subsection(s), paragraph(s), and page number(s) to which such question refers, and, the requestor's e-mail address so that replies to such requests can be made in a timely manner. In this regard, any response by the Geauga-Trumbull SWMD shall be final and applicable to all parties.

1.2 Preparation of Proposal

Proposals shall be prepared in accordance with Section 2. Proposal Response Format. Proposals not complying with the requirements of the Proposal Response Format may be considered non-responsive and may, at the discretion of Geauga-Trumbull SWMD, be removed from consideration. Any party responding to the RFP must be the principal party responsible for operating the HHW Collection Program, and, if approved by Geauga-Trumbull SWMD as the Selected Contractor, shall not subcontract operation of the HHW Collection Program unless the Selected Contractor receives written consent from the Board, within the Board's sole discretion. Any joint ventures or other non-principal contractual submissions must be fully defined by the party submitting the proposal.

Proposals may include provisions and/or terms and conditions not herein provided.



Geauga-Trumbull Solid Waste Management District

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However, all required aspects of the proposal must be included and such additional terms will be reviewed as part of the entire proposal. Before submitting a proposal, the party should be thoroughly familiar with all conditions referred to in these instructions and any addenda issued before the Deadline. Any addenda shall be considered a part of the RFP.

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

1.3 Proposal Timeline

Issuance of RFP by Geauga-Trumbull SWMD	Tuesday, October 11, 2022
Deadline for Questions	Tuesday November 1, 2022
Proposal Deadline	Tuesday, November 8, 2022
Contract Award (tentative)	November 2022
Service Begins	January 2023

1.4 Submission of Proposal

No proposal shall be reviewed or considered by Geauga-Trumbull SWMD if received after the Deadline. All parties must submit at least one (1) hard copy of their proposal for Geauga-Trumbull SWMD’s review, marked as the original copy, in a sealed envelope. One (1) complete soft (electronic) copy of the proposal shall be submitted via flash drive or emailed to jenn@startrecycling.com in PDF format. Parties are solely responsible for ensuring that proposals are received by Geauga-Trumbull SWMD prior to the Deadline.

Proposals may be withdrawn up to the Deadline by written request only to Jennifer Jones, Director, at the above address.

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

It is not the Geauga-Trumbull SWMD’s responsibility to determine the legal validity of any trade secret designations or to defend against any public records request that seeks the disclosure of any information under the Act. To the extent a dispute arises over whether any document, in whole or part, constitutes trade secret information that is

exempt from the Act, then it shall be the responsibility of the party claiming such exemption to defend against the public records request and to seek appropriate judicial relief, if necessary, to prevent the disclosure of such trade secret information.

In the event that the Geauga-Trumbull SWMD receives a public records request for any information that has been designated by a party as containing confidential, trade secret information exempt from the Act, then Geauga-Trumbull SWMD shall notify the party and grant the party a reasonable period of time (as determined by the Geauga-Trumbull SWMD in its sole discretion) to resolve the dispute with the party who made the public records or to apply for appropriate judicial relief to prevent the disclosure of any information that has been designated as confidential or trade secret information by the party making such designation. Absent the timely resolution of the dispute with the party who made the public records request, or the timely filing of a judicial action by the party asserting the claim for exemption, the Geauga-Trumbull SWMD will presume that the information is not exempt from the Act and shall respond to the public records request in accordance with the requirements of the Act.

By responding to this RFP and submitting a proposal to the Geauga-Trumbull SWMD, the party agrees to indemnify, defend, and hold the Geauga-Trumbull SWMD harmless from any damages, losses, or other expenses incurred by the Geauga-Trumbull SWMD, including attorney fees, arising from the disclosure of any purported confidential or trade secret information by the Geauga-Trumbull SWMD or from any litigation arising from a request to compel the disclosure of any confidential or trade secret information by the Geauga-Trumbull SWMD.

1.5 Costs and Expenses

All costs and expenses incurred for the development and submission of any proposal to the Geauga-Trumbull SWMD are entirely the responsibility of the party submitting the proposal and shall not be chargeable, in any manner, to the Geauga-Trumbull SWMD.

SECTION 2 Proposal Response Format

In order to facilitate the review and evaluation all proposals, each party is required to prepare their proposals in accordance with the instructions outlined in this section. Each party is required to submit its proposal documents, in a **sealed** envelope(s).

Proposal preparations should be as simple as possible and provide a straightforward, concise description of the party's ability to satisfy the requirements of the RFP. Emphasis toward accuracy, completeness, and clarity of content should be taken. All parts, pages, figures, and tables should be numbered and labeled clearly. The submitting party is responsible for the content of its proposal and should ensure that all proposal response documents are included in the packet.

The purpose of this outline is to ensure proposal format consistency. It is only to be used as a reference. Detailed descriptions of the categories below and their requirements are found within the Request for Proposal (RFP) document.

HHW COLLECTION FACILITIES RFP FORMAT

- Table of Contents

Section 1 *Executive Summary*

This part of the response to the RFP should include a brief narrative, describing the services proposed by the party, but not contain technical language or cost quotations. It should be on company letterhead of the party and signed in long hand by an authorized officer of the party. The party should complete all sections of the format addressing both the HHW Collection Facilities. If a section of the format does not pertain to the specific program, then the party should indicate “NA”.

Section 2 *Qualifications Statement/Company Background*

- 2.1 Company Background
- 2.2 Previous Experience
- 2.3 Notices of Violation
- 2.4 Management Organization Structure
- 2.5 Personnel Qualifications

Section 3 *Specification and Requirements for Services*

- 3.1 Detailed Description of Set Up
- 3.2 Explanation of Personnel
- 3.3 Methods of Acceptance and Unloading
- 3.4 Method of Sorting, Storing, etc.
- 3.5 Procedures for Opening and Closing
- 3.6 Health and Safety Plan
- 3.7 Handling of Unknown Materials
- 3.8 Acceptable and Unacceptable List
- 3.9 Waste Reductions
- 3.10 Cost Reduction Alternatives
- 3.11 Selected Contractor Coordination
- 3.12 Recycling/Processing/Disposal Information
- 3.13 Disposal Facility Auditing
- 3.14 Innovative Programs
- 3.15 Reporting Methods
- 3.16 Equipment
- 3.17 Technical Assistance

Section 4 *Proposed Costs*

- 4.1 Cost summary (Exhibit “2”)

- Additional Information or Documents (optional)
- Attachments

SECTION 3 Selection Process

3.1 Proposal Evaluation

Geauga-Trumbull SWMD will evaluate the following:

- A. Qualifications and experience of the party submitting the proposal. Relevant experience and qualifications of the principal party and its personnel in managing operations similar to the scope presented in this RFP. Emphasis will be placed on the experience and qualification of the Project Manager(s);
- B. Services provided in response to the RFP. Setup of the HHW Collection Facilities, safety plan and record, regulatory requirements and the principal party's overall ability to provide the required services. Pre/post-seasonal preparations of the HHW Collection Facilities will be considered compliance with law and certifications;
- C. Ability of principal party to operate the HHW Collection Facilities in a cost-effective manner. Adequacy and accuracy of costs and budget. Ability to provide cost reduction alternatives;
- D. Waste Disposal and Recycling Methods. Preference for recycling and innovative recycling or reuse methods;
- E. Quality and overall clarity and organization and completeness of the proposal;
- F. Positive review by three (3) references from most recent customers receiving similar services as stated in this RFP;
- G. Evidence of Insurance;
- H. Affidavit of Non-Collusion; and
- I. Geauga-Trumbull SWMD reserves the right to consider other criteria that it deems material to this RFP.

Geauga-Trumbull SWMD may award a contract based upon proposals received without further discussion of such proposals. Accordingly, each proposal should be submitted with the party's most favorable financial terms and service capabilities. Geauga-Trumbull

SWMD may, however, in its sole discretion, choose to negotiate different or additional terms and conditions with any party submitting a response to this RFP, prior to, or subsequent to, such party's evaluation by the recommendation of the Director, or approval by the Board.

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

3.2 Basis for Rejection of Proposal

Geauga-Trumbull SWMD reserves the right to accept or reject, whole or in part, any proposal that is submitted in order to best achieve Geauga-Trumbull SWMD's goals and needs, including but not limited to, the proposal does not: demonstrate the party's ability to perform the services; follow the required format; meet the Deadline; or provide required proof of insurance.

SECTION 4 Historical Data

The Geauga-Trumbull SWMD currently operates collection facilities in Warren, Trumbull County, and Chardon, Geauga County, Ohio. The Geauga Collection Facility recently became operational in June 2022. There is no historical data available on weights, materials, etc. for the Geauga Collection Facility since this will be the first year of operation; however, based on population comparisons to Trumbull County, reasonable estimates have been projected (which are provided for illustrative purposes only and shall not be relied upon by the party in submitting any proposal).

Background/Historical Information on the HHW Collection Facilities is included in Exhibit "1".

4.1 Equipment available at facilities: Each facility has a forklift and a pallet jack;

4.2 Collection Season: The Geauga Collection Facility is open 52 weeks a year for HHW collection. The Trumbull Collection Facility is open approximately 28 weeks a year for HHW collection.

SECTION 5 Scope of Service

Geauga-Trumbull SWMD offers Geauga and Trumbull County residents the opportunity to properly dispose of their household hazardous waste through the HHW Collection Program. Residents bring HHW on a weekly basis to two collection facilities operated by the Geauga-Trumbull SWMD.

The HHW Collection Facilities serve as a drop-off, segregation, bulking and transfer operation. The Selected Contractor shall be responsible for arranging for disposal.

Days and Hours

Trumbull Collection Facility - Wednesdays 10:00 am to 3:00 pm

Earth Day (April 22nd) – Oct. 31st, and the first Saturday of the months of May, June, August, September, and October.

Geauga Collection Facility - Fridays 10:00 am to 3:00 pm year-round and the third Saturday of the months of May, June, August, September, and October (weather and holidays permitting).

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

5.1 Collection and Processing Responsibilities.

5.1A General Responsibilities of Selected Contractor:

- Staff HHW Collection Facilities with necessary personnel
- Manage all traffic
- Unload all material brought by residents
- Review and accept or reject material brought by residents
- Sort, bulk and package all materials on site
- Arrange for proper disposal of all accepted material, including recycling of all recyclable material. (Geauga-Trumbull SWMD may manage the disposal of oil, antifreeze, lead batteries, propane tanks, and any other materials it deems it can manage to reduce costs including any and all non-hazardous solid waste that can be landfilled).
- Transfer all materials on site to transporter for disposal
- Obtain all necessary permits
- Assist coordination with municipal and regulatory authorities
- Prepare regular reports for the Geauga-Trumbull SWMD and otherwise as required for regulatory agencies
- Provide equipment as specified and as needed for operation
- Provide daily routine maintenance of the building and equipment
- Provide technical consulting and educational information to the Geauga-Trumbull SWMD as needed

5.1B General responsibilities of Geauga-Trumbull SWMD:

- Communication with the public
- Surveying and educating residents using the HHW Collection Facilities
- General building maintenance (structural)
- Grounds maintenance
- Determine hours of operation

SECTION 6 Specifications and Requirements for Services

Proposals for the services to operate the HHW Collection Facilities will be evaluated on the responses to specifications in their RFP and the ability of the parties to supply the required services listed below:

1. Provide detailed description of HHW Collection Facilities setup, necessary signage, traffic control equipment, and other equipment necessary for a full service HHW Collection Facilities.
2. Provide number, role, and responsibility of personnel. The party should describe appropriate personnel and account for both peak and low participation operation times.
3. Provide method of unloading, reviewing, and accepting or rejecting all material brought by residents.
4. Provide method of sorting, bulking, packaging, and storing of all material on site.
5. Procedures for the opening and closing of the HHW Collection Facilities, not only for daily operations, but also for seasonal opening and closing. Include daily clean up before and after operation hours.
6. Provide a safety plan for the HHW Collection Facilities, including but not limited to, safety equipment, which will be provided by the Selected Contractor and plans for its location, use, and coordination with safety forces, as well as emergency response procedures. (Completed Health and Safety Plan due by final contract signing).
7. Describe procedures for handling and identifying “unknown” materials brought to the HHW Collection Facilities.
8. Provide any suggestions of acceptable and unacceptable waste. Please identify what methods are to be used to reduce the amount of unacceptable wastes that are brought to the HHW Collection Facilities and explain how these wastes will be identified and rejected. A mutually agreed upon list will be finalized as part of the contract.
9. Identify cost reduction measures, additional safety methods, and recycling options, which could reduce the cost of managing the waste, and promote the goals of environmentally sound recycling and reuse of hazardous wastes.
10. Present cost reduction alternatives. Present alternatives on Exhibit “2” “Proposed Cost Summary.”
11. Present a method for working with other contractors the Geauga-Trumbull SWMD may utilize. The Geauga-Trumbull SWMD prefers to use local and regional vendors whenever possible. For example, if the Geauga-Trumbull SWMD can obtain the

services of a vendor that will collect the used oil and antifreeze for no cost, how will the party work with these vendors to ensure activities are coordinated?

12. Provide detailed explanation of how each element of the waste stream will be processed, disposed of, or recycled. Recycling of waste materials will be key criteria in the evaluation of proposals.
13. Auditing of final disposal facilities (landfill, incinerator, recycling, treatment, etc.) to ensure all meet and/or exceed environmental standards and are in compliance with all regulations.
14. The party must identify all landfill, incinerator, recycling, and/or treatment facilities that will be used by the Selected Contractor to manage waste collected at the HHW Collection Facilities in "Exhibit 3".
15. Provide all needed reports as explained in Section 8.5B(2).
16. Provide needed equipment as explained in 8.5B(5).
17. Provide accessibility to personnel for the Geauga-Trumbull SWMD to contact for technical assistance or consulting as needed.

SECTION 7 Proposed Costs

Even though proposals are structured on a per pound basis, the Geauga-Trumbull SWMD reserves the right, and indeed anticipates that it may develop a maximum expenditure limit for all and/or various elements of the HHW Collection Program (Exhibit "2"). The Geauga-Trumbull SWMD's proposed costs shall be based on price per pound or item only. **No minimum container price will be accepted.**

SECTION 8 General Terms and Conditions

8.1 Proposal conditions

All proposals must conform to the RFP specifications and requirements. Any and all deviations from the specifications must be clearly detailed and defined.

By submitting a proposal, the Selected Contractor will be held accountable for familiarization with the conditions under which the proposal will be accomplished and the contents of all applicable proposal documents and regulations.

There will be no incidental charges for services. If Geauga-Trumbull SWMD has inadvertently left any information out of these specifications where the party would foresee additional charges/fees, the party must include that information in Section 7 of the cost quotation.

Only those proposals, which are submitted on the required forms enclosed with the proposal documents, will be considered. Notations to or deletions from proposal forms

will render the proposal unacceptable. The Geauga-Trumbull SWMD reserves the right to waive minor irregularities in any bid proposal.

All copies and contents of any proposal, attachment, and explanations thereto, submitted in response to the RFP, except copyrighted or other proprietary material or trade secrets shall become the property of the Geauga-Trumbull SWMD. The Geauga-Trumbull SWMD reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein, except to the extent described in the next sentence. All copyrighted material must be clearly marked.

8.2 Terms

- A. Geauga-Trumbull SWMD reserves the right to increase or decrease the type or kinds of materials collected at the HHW Collection Facilities from the initial specifications and during the life of the contract.
- B. In addition, Geauga-Trumbull SWMD reserves the right to negotiate any provision in proposals submitted, to refuse to negotiate, or to otherwise abide by the terms provided in the proposal.
- C. In general, any Selected Contractor chosen for this project shall be a full service vendor and shall provide to the Geauga-Trumbull SWMD the professional management and technical expertise, ancillary materials, and insurance necessary to, implement, and successfully operate the HHW Collection Facilities.
- D. The Geauga-Trumbull SWMD requests proposals for contracts with an initial three (3) year term, with set limits on increases in pricing for years two and three. The party should propose limits on annual price increases in their bid. The Geauga-Trumbull SWMD would also consider two; one-year extensions to the 3-year term subject to price renegotiations by the Geauga-Trumbull SWMD.
- E. In submitting its proposal, the party understands and agrees that the continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds for the operation of the HHW Collection Facilities for the purpose set forth in the contract.

8.3 Assignment

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

8.4 Independent Contractor Relationship

The Selected Contractor shall perform the services as, an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Selected Contractor nor anyone employed by it shall, represent, act, and purport to act or be deemed to be the agent, representative, employee, or servant of the Geauga-Trumbull SWMD.

The Selected Contractor will be working as an independent contractor and will be required to obtain and maintain all permits, licenses, or insurance that may be required by the Geauga-Trumbull SWMD, local, state or the federal agencies. Failure to comply with any of these items would be grounds for immediate termination of the contract.

8.5 Service Requirements

8.5A Compliance with Law

The operations established by the Selected Contractor will be “full service,” (i.e., they will receive, evaluate, store, package, prepare for transportation and disposal or recycling, manifest, and load or treat, all materials collected). The performance of these services shall be in full compliance with all applicable federal, state, and local laws, rules, regulations and orders, including, but not limited to, the Resource Conservation and Recovery Act (RCRA), Occupational Safety and Health Act (OSHA), the Ohio Revised Code and regulations, rules and orders of the U.S. Environmental Protection Agency (USEPA), the U.S. Department of Transportation (DOT), the Ohio Environmental Protection Agency (OEPA), and the Public Utility Commission of Ohio (PUCO).

8.5B Definition of Services to be provided

1. Oversee the collection program activities, staff the HHW Collection Facilities, and coordinate the team relationship with Geauga-Trumbull SWMD. The Selected Contractor project team will coordinate and supervise the activities of its subcontractors.
2. Report on a weekly, monthly, and yearly basis the activities of the program. The report shall detail the materials collected, the manner in which they were handled or disposed, and any non-routine incidents which occur. The report shall attach copies of all manifests as completed. Selected Contractor will attend meetings to be held with municipal or regulatory authorities (upon request).
3. Invoicing – The Selected Contractor shall submit to Geauga-Trumbull SWMD a monthly invoice, in formats approved in advance by Geauga-Trumbull SWMD. Invoices shall not be paid unless accompanied by the monthly report, manifests and other reasonable information, if requested, by the Director. The

monthly report shall be due in conjunction with monthly invoice to Geauga-Trumbull SWMD no later than fifteen (15) days after the end of each calendar month.

4. Staff the HHW Collection Facilities, with qualified personnel to discharge all required functions. Labor costs should be estimated on an hourly basis because the hours and days of operation may be changed. In attempts to control expenses, the Selected Contractor should make best efforts to utilize lower cost labor (i.e. student labor, local labor companies, and volunteers) wherever possible without compromising the safety of the HHW Collection Facilities operations and participants. Develop a strategy to ensure that the HHW Collection Facilities will be set up and ready for operation. Any delay resulting from the failure of the Selected Contractor to be ready for operation will result in liquidated damages being assessed against the Selected Contractor. A contract clause providing for liquidated damages will be required. Liquidated damages shall be estimated as 2% of the contract price for every day of delay.
5. Provide all necessary equipment.
6. Provide all necessary supplies (drums, buckets, absorbent, labels, appropriate shipping papers) necessary for the sorting, bulking transportation, recycling, reclaiming, and/or disposing of materials. All waste containers shall be clearly labeled. However, the Geauga-Trumbull SWMD maintains the right to purchase and provide all necessary supplies.
7. The Geauga-Trumbull SWMD will provide for the disposal of empty containers and other nonhazardous waste generated (including solid waste) by the program. The HHW Collection Facilities must be completely free and clear of any debris, containers, and other materials on an ongoing, daily basis.
8. Reject or otherwise manage and dispose and/or recycle, reclaim "unknown" or unidentifiable substances.
9. Design methods to decrease the actual number of drums or containers that will be disposed of and thereby assist in reducing costs. The Selected Contractor is encouraged to provide bulking for compatible materials before final disposal options are used. The Selected Contractor is encouraged not to lab pack or landfill materials if recycling or treatment alternatives are feasible. The Selected Contractor will not pack materials that can be managed as a nonhazardous solid waste. Nonhazardous solid waste will be placed in roll-off or dumpster boxes.

10. Select the appropriate treatment, storage, and disposal sites for materials collected by the program. The sites shall be permitted and/or approved by USEPA and Ohio EPA as hazardous waste treatment, storage, and/or disposal facilities. The selection of each site is subject to review and approval or rejection by the Geauga-Trumbull SWMD. Selected Contractor shall be responsible for the lawful disposition of all materials collected (which shall to the maximum extent practicable include recycling). Contracts for the transportation of hazardous materials shall be solely between the Selected Contractor and any subcontractors. Selected Contractor shall provide copies of signed manifests to the Geauga-Trumbull SWMD in connection with regular weekly reports.
11. The Selected Contractor shall provide technical assistance as needed.
12. The Selected Contractor shall assume generator status for all purposes, including obtaining any state and local permits and/or authorization to dispose of household hazardous waste.
13. Insurance Requirements

The Selected Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property that may in any way arise from, or in connection with, the performance of work by the Selected Contractor, its agents, representatives, and employees. The Selected Contractor shall require all subcontractor(s) to obtain insurance similar to that required for the Selected Contractor herein and shall present the Geauga-Trumbull SWMD with proof of insurance or shall fully insure the subcontractor(s) to the level described herein. The Selected Contractor and subcontractor(s) shall pay the cost of such insurance.

a. Minimum Limits of Insurance

The Selected Contractor shall maintain limits no less than the following:

- (i) Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for those policies where aggregates are applicable, a \$4,000,000 aggregate limit, and identical limits for pollution liability, if pollution coverage is not included under the general liability coverage.
- (ii) Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage to include pollution liability.

- (iii) Workers Compensation coverage as required by the State of Ohio, as well as any similar coverage required for this work by applicable federal law to be paid by Contractor or subcontractor(s).

b. Insurance Provisions

The insurance policy is to contain, or be endorsed to contain the following provisions:

- (i) Geauga-Trumbull SWMD is to be covered as named additional insured. The coverage shall contain no special limitations on the scope of protection afforded to the Geauga-Trumbull SWMD and HHW Collection Facilities property owners.
- (ii) The Selected Contractor's insurance coverage shall be primary insurance with respect to the Geauga-Trumbull SWMD, and other collection site property owners. Any insurance maintained by Geauga-Trumbull SWMD shall be in excess of the Selected Contractor's insurance.
- (iii) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Geauga-Trumbull SWMD s.

c. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A rated.

d. Verification of Coverage

The Selected Contractor shall furnish Geauga-Trumbull SWMD with certificates of insurance and with endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Geauga-Trumbull SWMD reserves the right to require complete certified copies of all required insurance policies at any time.

13. Indemnity and Hold Harmless Agreement

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- a. Selected Contractor (the "Indemnitor") shall protect, defend, indemnify, and hold harmless the Geauga-Trumbull SWMD, including any member, officer, trustee, director, shareholder, or employee of the Geauga-Trumbull SWMD or any site owner or any controlling person of any of them ("Indemnities") from and against all liabilities, losses, cost, damages (including consequential damages), fines, suites, administrative proceedings, judgments, claims, demands, penalties, causes of action (regardless of the theory thereof), costs and expenses (including attorneys' and consultants' fees) (all of the foregoing collectively referred to as "Costs"), which may be asserted, claimed or arise out of personal injury, death, loss or damage to property, and contamination or adverse effects on the HHW Collection Facilities or on the environments, and which may be asserted, claimed or recovered against or imposed upon the HHW Collection Facilities, the Indemnities, the Indemnitor, arising out of or in connection with the HHW Collection Facilities or the operations relating thereto, to the extent that Costs result from the Indemnitor's or any subcontractor's actions in connection with this Agreement, the HHW Collection Facilities or operations conducted relating thereto, or Indemnitor's or any subcontractor's negligence, willful misconduct, or breach of contract.

Indemnitor's obligations hereunder shall not be diminished or affected in any respect as a result of (x) any obligation or action of Indemnities taken in connection with the HHW Collection Facilities, unless such action is willfully improper or reckless, or (y) any notice or disclosure or other knowledge, if any, by, any Indemnity of the presence or existence of hazardous materials at, on, about, under, within, near the HHW Collection Facilities, nor shall any Indemnity be deemed to have permitted any release of hazardous materials at, on, about, under, within, near the collection sites in connection with the operations at the HHW Collection Facilities, or any other matter covered by Indemnitor's obligations hereunder, merely because any Indemnity had notice, disclosure or knowledge thereof, whether at the time this Agreement is delivered or at any time thereafter.

Indemnitor expressly waives its right to immunity for injuries to any of its employees under the Ohio Workers Compensation Laws.

- b. In the event that any remedial work is necessary or required under any law because of, or in connection with, the presence, release or threatened release of hazardous materials in or into the air, soil, ground water or surface water at, on about, under, within or near the HHW Collection Facilities as a result of or in connection with the

HHW Collection Facilities; Indemnitor shall, within twenty-four (24) hours after written demand for performance thereof by Geauga-Trumbull SWMD (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), promptly commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such remedial work. The Indemnitor or one or more subcontractor, reasonably approved in advance in writing by Geauga-Trumbull SWMD and the site owner, shall perform all such remedial work. The approval rights granted to the Indemnities in the immediately preceding sentence are limited to those necessary and reasonable to allow the Indemnities to protect their respective interest in the site. All costs of such remedial work related to the actions or performance of Indemnitor shall be paid by Indemnitor including, without limitation, reasonable costs incurred by the Indemnity in connection with the monitoring or review of such remedial work. In the event Indemnitor shall fail to promptly commence, or cause to be commenced, or fail to diligently prosecute to completion, such remedial work, Indemnities may, but shall not be required to, cause such remedial work to be performed and all costs of such remedial work shall become an obligation of the Indemnitor.

- c. This indemnification and hold harmless agreement, and all rights and obligations hereunder shall survive any termination of the contract.
14. A performance bond will be required by the Selected Contractor to meet the obligations under the contract.

8.6 General Information

- A. Geauga-Trumbull SWMD, as an Equal Opportunity Employer, affirm that it does not discriminate against individual because of their race, color, marital status, religion, age, sex, national origin, handicap, creed, or sexual orientation.
- B. The Geauga-Trumbull SWMD strongly encourages minority and women-owned entities. Women-owned entities shall be at least 51% owned and controlled by women and minority owned entities at least 51% owned and controlled by minority persons. "Minority person" shall mean any ethnic person who is a resident of the United States or its territories, including Asians/Pacific Islanders, persons of African descent, Hispanics, and Native Americans/Alaskan natives.
- C. All responses received by the Geauga-Trumbull SWMD shall remain valid for ninety days (90) from the Deadline.

- D. The Geauga-Trumbull SWMD is not liable for any cost incurred by the Selected Contractor prior to entering into a contract.
- E. Any contract between the Selected Contractor and Geauga-Trumbull SWMD shall include documents mutually entered into, specifically including the contract instrument, the RFP, and the responses (the HHW Proposal and Cost Summary) to the RFP. The responses must include, and be consistent with, the specifications and provisions stated in the RFP.
- F. The principal Selected Contractor will be required to assume responsibility and liability for all the services offered in the HHW Proposal whether or not directly performed by the principal Selected Contractor. Further, the principal Selected Contractor will be the designated point of contact for the Geauga-Trumbull SWMD with regard to contract matters.
- G. News releases pertaining to this RFP, the services, or the project to which it relates, may not be made without prior written approval of Geauga-Trumbull SWMD.
- H. Any contract will be subject to all applicable federal, state and local laws and regulations.
- I. Please direct all questions in writing to:

Jennifer Jones, Director
Geauga-Trumbull Solid Waste Management District
5138 Enterprise Blvd.
Warren, Ohio 44481
Phone: (330) 675-2673
Fax: (330) 675-2672
Email: jenn@startrecycling.com



Geauga-Trumbull Solid Waste Management District

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Exhibit 1- Historical Data

Trumbull Collection Facility Only 2021

Code	Description	UOM	Total
NA1325	Fusee	lb	0
UN1013	Carbon dioxide	lb	8
UN1044	Fire extinguishers	lb	815
UN1057	Lighters	lb	12
UN1060	MAPP gas tanks	lb	20
UN1072	Oxygen cylinders, compressed	lb	39
UN1263	HHW paint	lb	11370
UN1263	Non-processable paint	lb	20997
UN1278	Petrolueum gases, liquid	lb	119
UN1325	Flammable solids, organic	lb	17
UN1384	Sodium dithiorite	lb	44
UN1402	Calcium carbide	lb	0
UN1463	Chromium trioxide, anhydrous	lb	7
UN1479	Oxidizing solid, NOS	lb	192
UN1482	Permanganates, inorganic	lb	0
UN1680	Potassium cyanide, solid	lb	0
UN1790	Hydrofluoric acid	lb	52
UN1950	Aerosols, flammable	lb	6031
UN1950	Aerosol cans	lb	1078
UN1956	Compressed gas	lb	0
UN1978	Propane cylinders	lb	423
UN1992	Flammable liquids - toxic	lb	924
UN1993	Flammable liquids NOS- Petroleum distillates Grp II	lb	11485
UN2014	Hydrogen peroxide, aqueous solution	lb	0
UN2024	Mercury compound, liquid	lb	5
UN2031	Nitric acid other than red fuming	lb	0
UN2067	Ammonium nitrate based fertilizer	lb	0
UN2588	Waste pesticide solid - toxic	lb	990
UN2206	Isocyanates, toxic	lb	0
UN2266	Corrosive liquid, basic, inorganic, nos	lb	0
UN2672	Ammonia solutions	lb	353
UN2794	Batteries, wet, filled with acid	lb	0
UN2800	Batteries, wet, non-spillable	lb	0
UN2809	Mercury	lb	15
UN2813	Water-reactive solid, nos PGII	lb	0
UN2903	HHW pesticide - liquid, toxic, flammable	lb	4877
UN2920	Corrosive liquids, flammable, nos, PGII	lb	0
UN2922	Corrosive liquids, toxic NOS	lb	0



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UN3028	NiCad batteries	lb	1317
UN3077	Environmentally hazardous substances (vapor lamps)	lb	106
UN3080	Isocyanates, toxic, flammable	lb	0
UN3090	Lithium metal batteries	lb	691
UN3098	Oxidizing liquid, corrosive	lb	0
UN3099	Oxidizing liquid, toxic	lb	0
UN3105	Organic peroxide type D, liquid	lb	8
UN3107	Organic peroxide type E, liquid	lb	0
UN3155	Pentachlorophenol	lb	5
UN3190	Self-heating solid, inorganic, nos	lb	0
UN3264	Corrosive, liquid, acidic, inorganic	lb	0
UN3265	Corrosive, liquid, acidic, organic acids	lb	2164
UN3267	Corrosive liquids, basic, organic	lb	1920
UN3397	Organometallic substance, solid	lb	13
UN3432	Polychlorinated biphenyls, solid	lb	0
UN3480	Lithium ion batteries	lb	0
UN3506	Mercury contained in manufactured article	lb	12
	Antifreeze	lb	5136
	Alkaline batteries	lb	4000
	Ballasts	lb	322
	Latex	lb	16217
	Oil	lb	0
STAB01	non-hazardous pesticide solids	lb	2735
	Preen, plant food	lb	0
	Polysiloxanes, Cleaners	lb	0
	Non PCB Ballasts	lb	0
	4' Fluorescent lamps	lb	2820
	8' Fluorescent lamps	lb	1376
	Compact lamps	lb	248
	Vapor lamps	lb	136
	U-shape lamps	lb	0
	U-shape lamps, compact	lb	0
		TOTAL	99099

- April 21, 2021 – October 27, 2021 (33 operational days)
- 2,431 Vehicles processed
- 2,300 Gallons of oil (managed by the District)
- 198,287 Pounds of e-waste (managed by the District)

Based on population and anecdotal evidence from 2022 collections thus far, the District estimates the Geauga Collection Facility will collect approximately 50% of the same materials collected at the Trumbull Collection Facility in 2021.



Geauga-Trumbull Solid Waste Management District

Request for Proposal Household Hazardous Waste Collection Program

Exhibit 2 - Proposed Cost Summary

Waste		2023 Pricing (per lb. unless specified)	Comments
UN1013	Carbon dioxide		
UN1044	Fire extinguishers		
UN1057	Lighters		
UN1060	MAPP gas tanks		
UN1072	Oxygen cylinders, compressed		
UN1263	HHW paint		
UN1263	Non-processable paint		
UN1278	Petroleum gases, liquid		
UN1325	Flammable solids, organic		
UN1384	Sodium dithionite		
UN1463	Chromium trioxide, anhydrous		
UN1479	Oxidizing solid, NOS		
UN1482	Permanganates, inorganic		
UN1680	Potassium cyanide, solid		
UN1790	Hydrofluoric acid		
UN1950	Aerosols, flammable		
UN1950	Aerosol cans		
UN1956	Compressed gas		
UN1978	Propane cylinders		
UN1992	Flammable liquids - toxic		
UN1993	Flammable liquids NOS- Petroleum distillates Grp II		
UN2014	Hydrogen peroxide, aqueous solution		
UN2024	Mercury compound, liquid		
UN2031	Nitric acid other than red fuming		
UN2067	Ammonium nitrate based fertilizer		
UN2588	Waste pesticide solid - toxic		
UN2206	Isocyanates, toxic		
UN2266	Corrosive liquid, basic, inorganic, nos.		
UN2672	Ammonia solutions		
UN2794	Batteries, wet, filled with acid		
UN2800	Batteries, wet, non-spillable		
UN2809	Mercury		
UN2813	Water-reactive solid, nos. PGII		
UN2903	HHW pesticide - liquid, toxic, flammable		
UN2920	Corrosive liquids, flammable, nos, PGII		
UN2922	Corrosive liquids, toxic NOS		
UN3028	NiCad batteries		
UN3077	Environmentally hazardous substances (vapor lamps)		



Geauga-Trumbull Solid Waste Management District

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UN3080	Isocyanates, toxic, flammable		
UN3090	Lithium metal batteries		
UN3098	Oxidizing liquid, corrosive		
UN3099	Oxidizing liquid, toxic		
UN3105	Organic peroxide type D, liquid		
UN3107	Organic peroxide type E, liquid		
UN3155	Pentachlorophenol		
UN3190	Self-heating solid, inorganic, nos		
UN3264	Corrosive, liquid, acidic, inorganic		
UN3265	Corrosive, liquid, acidic, organic acids		
UN3267	Corrosive liquids, basic, organic		
UN3397	Organometallic substance, solid		
UN3432	Polychlorinated biphenyls, solid		
UN3480	Lithium ion batteries		
UN3506	Mercury contained in manufactured article		
	Antifreeze		
	Alkaline batteries		
	Ballasts		
	Latex		
STAB01	non-hazardous pesticide solids		
	4' Fluorescent lamps		
	8' Fluorescent lamps		
	Compact lamps		
	Vapor lamps		
	U-shape lamps		
Misc. Item			
	Transportation (Box/Roll-off/Van)		
	Labor (on-site only)		
Materials			
	Flex Bins		
	55 Gallon Steel Drums		
	55 Gallon Poly Drums		
	30 Gallon Poly Drums		
	16 Gallon Poly Drums		
	85 Gallon Steel Over Pack		
	95 Gallon Poly Over Pack		
	5 Gallon Poly Bucket		
	4 Foot Bulb Box		
	8 Foot Bulb Box		
	Vermiculite		
	Recovery Fee		
	Price Increases		



Geauga-Trumbull Solid Waste Management District

Request for Proposal Household Hazardous Waste Collection Program

Exhibit 3 – Disposal Facilities

Please provide the following information for all proposed facilities the contractor intends to use to manage waste collected at the Household Hazardous Collection Facilities. You may use additional sheets.

1. Facility Name _____

Facility Address _____

Facility Contact _____

Facility Phone Number _____

Purpose of Facility (Treatment, Incineration, Recycle, etc.)

2. Facility Name _____

Facility Address _____

Facility Contact _____

Facility Phone Number _____

Purpose of Facility (Treatment, Incineration, Recycle, etc.)

3. Facility Name _____

Facility Address _____

Facility Contact _____

Facility Phone Number _____

Purpose of Facility (Treatment, Incineration, Recycle, etc.)
