

BUTLER COUNTY, OHIO
BUTLER COUNTY RECYCLING & SOLID WASTE DISTRICT

**Household Hazardous Waste Collection and Recycling Services for
Butler County Recycling & Solid Waste District**

2021

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SECTION 100
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS
Household Hazardous Waste Collection and Recycling Services for
Butler County Recycling & Solid Waste District

COUNTY OF BUTLER
BUTLER COUNTY GOVERNMENT SERVICES CENTER
315 HIGH STREET
HAMILTON, OHIO 45011

SEALED PROPOSALS in duplicate for providing all equipment and staffing necessary for the safe collection, handling, storage, transportation and processing of residential Household Hazardous Waste will be received at Butler County Recycling & Solid Waste District, 5th Floor, Butler County Administrative Building, 130 High Street, Hamilton, Ohio 45011 until 10:30 a.m. local time on Tuesday, May 18, 2021 and will be opened shortly thereafter in the offices of Butler County Solid Waste District.

Copies of the Specifications/Contract Documents may be obtained from Butler County Recycling & Solid Waste District, 130 High Street, 5th Floor, Hamilton, Ohio, 45011 (513-887-3653) at no charge from April 6 to May 17, 2021. Specifications can also be found at <http://www.butlercountycommissioners.org> -- see Bid Opportunities. This advertisement is a request for proposals pursuant to Ohio Revised Code 307.862 and any reference to "bid" within this document may be read as "proposal."

Each proposal shall contain the full name and street address of the Bidder and every person or company interested in it. Each Bidder must submit evidence of its experience on projects of similar size and complexity. Each Bidder is required to complete the "Non Collusion Affidavit" accompanied by a Bid Guaranty for the full amount of the bid(issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety) or Certified Check upon a solvent bank for the sum of five (5%) of the amount of the bid submitted and made payable to "Butler County, Ohio, Board of County Commissioners," as a guarantee that if the bid is accepted, a contract will be entered into and performance properly secured by a performance bond from the successful bidder in the amount of one hundred percent (100%) of the amount of the contract.

The Board of Butler County Commissioners reserves the right to waive formalities, to reject any and all proposals, to accept the proposal which is in the best interest of the County as determined by the Board, and to hold proposals valid for thirty (30) days from the bid opening date.

The Board of County Commissioners will negotiate with the Bidder who submits the bid that is determined to be most advantageous to the County and may cancel negotiations if the bidder fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith.

The Board of County Commissioners reserves the right to reject any proposal where the bidder:

1. Takes exception to the terms and conditions of this request for proposals;
2. Fails to meet the terms and conditions of the request, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or
3. Submits prices that the contracting authority consider to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority.

While the award of this contract is assumed to be exclusive the County reserves the right to award this contract to multiple bidders if multiple awards are advantageous to the County.

Each proposal shall bear on its face the name and address of the bidder and shall be plainly marked

“PROPOSALS FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION AND RECYCLING SERVICES.”

**BY ORDER OF THE BOARD OF
COUNTY COMMISSIONERS, BUTLER COUNTY, OHIO
FLORA BUTLER, CLERK**

Publish: Hamilton *Journal-News* on April 6, 2021

SECTION 101
REQUEST FOR PROPOSALS/INFORMATION TO BIDDERS

REQUEST FOR PROPOSALS AND INFORMATION FOR BIDDERS

1. Sealed proposals will be received by Butler County Recycling and Solid Waste District, on the 5th Floor of the Butler County Administrative Center, 130 High Street, Hamilton, Ohio, 45011 until 10:30 a.m., local time on May 18, 2021, and opened shortly thereafter for the furnishing of Household Hazardous Waste Collection and Recycling Services. Each sealed proposal will be clearly labeled with the name, address, and phone number of the vendor. The County reserves the right to postpone the date for presentation and opening of proposals and will give written or telegraphic notice of any such postponement to each prospective bidder known to the County at least 24 hours prior to the time fixed for the opening of proposals.
2. All Proposals shall be in strict accordance with the Contract Documents. All Proposals must be made on the required Proposal Forms provided by the County. On the required Proposal Forms, all blank spaces for prices must be completed, in ink or typewritten, and the Proposal Form must be fully executed when submitted. If provision is made in the Proposal Form for amounts to be both written and printed, they must be properly filled in, and in the event of any discrepancy between written and printed amounts, the written amount will be used. If an item in the Proposal contains a choice to be designated by the Bidder, the Bidder shall indicate its choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted. Proposal Forms must contain the full name, address, and phone number of each person or company interested in the Bid. The Bidder's Proposal must be signed in ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the County. If the Proposal is made by an individual, its name and business address must be shown; if by a partnership, the name and business address of each partnership member must be shown; if by a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; if by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officers must be shown. Anyone signing a Proposal as agent must file with it legal evidence of this authority to do so. Each Bidder shall prepare no more than one proposal. A Proposal shall be enclosed in a sealed envelope bearing on its face the name and address of the bidder, a statement that it is a sealed bid to be opened on the day and hour aforementioned, the county contract number, if disclosed, and a statement identifying the contract/project name; i.e., furnishing of all labor and materials for Household Hazardous Waste Collection and Recycling Services.
3. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the County at the address given in The Request for Proposals. Mailed Proposals must be received on or before the time indicated in the "Request for Proposals." The County assumes no responsibility for the timing of the delivery of mail to the Butler County Solid Waste District offices.

Copies of the Specifications/Contract Documents may be obtained from Butler County Recycling & Solid Waste District, 130 High Street -5th Floor, Hamilton, Ohio, 45011 (513-887-3653) at no charge between April 6 and May 17, 2021. Specifications can also be found online: <http://www.butlercountycommissioners.org> - see Bid Opportunities.

4. Each proposal must be accompanied by a Bid Guaranty in the form of either:
 - a. A surety bond in the form included herein in the full amount of the bid; or

- b. A certified check, cashier's check, or letter of credit in an amount equal to five percent (5%) of the bid. By submitting a Bid Guaranty in the form of a certified check, cashier's check or letter of credit, the Bidder agrees that the condition of such Bid Guaranty is that if the bid is accepted, the bidder, after the awarding or recommendation for the award of the contract, whichever the County designates, will enter into a proper contract in accordance with the Contract Document. If for any reason, the bidder fails to enter into the contract and the County awards the contract to the next lowest bidder, the bidder is liable to the County for the difference between the bidder's bid and that of the next lowest bidder, or for a penal sum not to exceed five per cent of the amount of the bid, whichever is less. If the County does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract is liable to the County for a penal sum not to exceed five per cent of the amount of the bid or the costs in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, and the difference between the bidder's bid and that of the winning bidder under the new advertisement, whichever is less.

Each Bid Guaranty shall be for the benefit of, and/or made payable to Butler County Recycling & Solid Waste District, 130 High Street, Hamilton, Ohio 45011. Any attorney-in-fact who signs any Bid Guaranty, or required Performance and Payment Bond, on behalf of a surety shall provide with each such Guaranty or Bond the attorney-in-fact's duly executed Power of Attorney from said surety, and satisfactory evidence of the authority of the surety to do business in the state of Ohio.

5. Bid bonds (if requested) or certified checks will be returned to the unsuccessful Bidders upon award of the contract by the County.
6. Each Bidder shall submit a proposal with firm pricing. A Bidder shall not stipulate in its proposal any conditions not contained in the Contract Documents. Any qualifying statements or conditions may cause the proposal to be deemed non-responsive. The Bidder, in submitting a proposal, warrants that it has investigated and is acquainted with the conditions to be encountered for performing the Household Hazardous Waste Collection and Recycling Services including the character, quality, and quantities of hazardous waste to be collected and materials to be furnished, and the requirements of the Contract Documents. In providing a proposal, each Bidder's obligation includes, but is not be limited to, making such additional investigation as it deems necessary to determine its proposal price(s) for performance of the Household Hazardous Waste Collection Services.
7. The proposal shall provide a price to include all costs, required to comply with the provisions of the Contract Documents as well as all applicable procedures established either by the Contract Documents or laws and regulations regulating the collection, recycling, and disposal of Household Hazardous Waste Collection shall be the actual price, or prices, to be paid by the County including all discounts, allowances and expenses, including the cost of as requested, so that the bid can be evaluated on a uniform, fair and equitable basis. If a Bidder intends to submit a proposal for one or more optional terms and adjust its price during that term, please indicate on the bid document the price adjustment for any and all tests and the effective date of the price change. The County is a tax exempt entity and final costs should reflect that the county will not pay tax for provision of Household Hazardous Waste and Recycling Service.

8. No contract will be awarded to any person, firm or corporation that is in arrears to the County upon any debt or contract, or who has previously failed, either in whole or in part, to satisfactorily execute work or service on a County contract.
9. Each Proposal shall be accompanied by a non-collusion affidavit executed under oath by the Bidder's representative on the form provided herein. Bidders are notified that in submitting their proposals, they thereby warrant that all persons interested as principals are named in the Bid and that the Proposal is fair in all respects; that it was prepared without collusion or fraud; and that no person in the employ of the County was or shall be interested in the performance of the Contract or in the supplies necessary to perform it, nor in any portion of the profits there from.
10. Unless all proposals are rejected, the County shall award the Contract to the lowest and best Bidder. No bid shall be withdrawn or altered without County consent within thirty (30) days after the opening of bids. If no contract is awarded within thirty (30) days of the bid opening, a bid may be withdrawn. County will issue a Notice of Award to the successful bidder upon adoption of a resolution awarding the contract. Any proposal may be withdrawn by the bidder if made in writing and received by Butler County Recycling & Solid Waste District, 130 High Street, 5th Floor, Hamilton, Ohio prior to the opening date and time of the proposals.
11. The County reserves the right to reject any or all proposals or to accept any proposal which may be deemed to be in the best interest of Butler County, Ohio. The County reserves the right to rescind the award of any Contract, before the execution of said Contract by all parties, without any liability against the County.
12. The County shall issue a Notice to Proceed within ten (10) days of the execution of the Contract by the County. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the County and the Contractor. The successful Bidder, within ten (10) days from being provided with a Notice of Award, will be required to execute the Contract and furnish the necessary Contractor's Performance Bond, Payment Bond and Certificates of Insurance as described below and other information and certificates as required. Failure of the successful Bidder to execute such agreement and to supply the required Bonds within ten (10) days, or within such extended period as the County may grant, based upon reasons determined adequate by the County, shall constitute a default, and the County may either award the Contract to the next lowest and best Bidder or reject all bids and re-advertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for the Household Hazardous Waste Collection and Recycling Services is subsequently executed.
13. The County will undertake such investigations of each Bidder and Proposal as it deems necessary to determine past contractual relationships of the Bidder and the ability of the Bidder to perform the Household Hazardous Waste Collection and Recycling Services. For this reason, each Bidder shall furnish to the County all such information and data as the County may request. In determining the successful Bidder, consideration will be given to (a) whether and where the Bidder maintains a permanent place of business *in Butler County*, (b) suitability of the Bidder's plant, equipment and certifications for processing hazardous waste, (c) Bidder's financial status and scope of its organization, (d) Bidder's record of experience in Hazardous Waste Collection and Recycling Services, (e) lowest and best bid, and other criteria either listed in the Information for Bidders or deemed relevant by the County. The County reserves the right to reject any proposal if the evidence submitted by or investigation of such Bidder fails to satisfy the County that such Bidder is properly

qualified to carry out the obligations of the Contract and to complete the Household Hazardous Waste Collection and Recycling Services.

14. Before submitting a proposal, a Bidder shall carefully examine all the Contract Documents affecting performance of the Household Hazardous Waste and Recycling Services; and shall carefully coordinate its observations with the requirements of the Contract Documents. The Contract Documents contain the provisions required for the necessary Household Hazardous Waste and Recycling Services. Information obtained from an officer, agent, or employee of the County or employee of any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract. The Bidder's attention is also directed to all applicable State Laws, rules and regulations of the authorities having jurisdiction over the Household Hazardous Waste and Recycling Services described herein. These shall apply to the Contract throughout, as though fully rewritten here. In the case a Bidder is in doubt as to the true or intended meaning of any provision of the Contract Documents, then said potential Bidder shall immediately request in writing a clarification of said provision, or a correction of said error or omission, from the County. Failure to request a clarification or correction will cause the Bidder, if awarded the contract, to be bound by the County's interpretation of the meaning of the provision in question, regardless of the reasonableness of any other interpretation. The submission of a proposal shall be considered evidence that the Bidder has made such investigation of the contract site and the Contract Documents as it deems necessary and is satisfied as to all the conditions which will affect the Household Hazardous Waste and Recycling Services. No interpretation of the meaning of the plans, specifications or other contract documents will be made to any Bidder orally. Requests for such interpretations should be in writing, addressed to the Solid Waste District, Anne Fiehrer Flaig, Director, Butler County Recycling & Solid Waste District, 130 High Street, Hamilton, Ohio 45011 or via email to anne.fiehrerflaig@bcOhio.us. To be given consideration, requests must be received at least seven days prior to the time fixed for the opening of the proposals. Any proposals and all such interpretations and any supplemental instructions will be in the form of written addenda to the contract materials which will be issued and mailed (or faxed, or emailed) to the prospective Bidders, (at the addresses furnished for such purposes), no later than seventy-two (72) hours prior to the time fixed for the opening of bids. It is the responsibility of each Bidder to check with the County prior to submission of its proposal to be sure that it has received all addenda. The County will not be responsible for any explanation or interpretation of the proposal documents made other than by addenda duly issued.
15. Should a County employee be injured by an agent, employee or subcontractor of the successful bidder during the performance of this Contract, the County will require reimbursement by the successful bidder for any expenses paid to its employees, by way of Worker's Compensation because the County is a self-insured employer.
16. The "Request for Proposals", "Information for Bidders", "Proposals", "Bid Bond", "Contract", "Performance Bond", "General Operations Plan", "Notice of Award", "Notice to Proceed", "PERRP and Safety Plans", "Delinquent Personal Property Tax Affidavit", "Registration/Licensing of non-Ohio Corporation" are documents that shall form the "Contract Documents." Bidders must examine each of the Contract Documents in order to gain an understanding of what is expected of the successful bidder.
17. Before a contract will be awarded to a foreign corporation, a certificate from the Ohio Secretary of State will be required stipulating that such corporation is authorized to do business in the State of Ohio or that such person or partnership has filed with the Secretary of State a power of attorney designating the Secretary of State as its agent for the purpose of accepting summons, in any action

relating to the contract and under the provisions of the Worker's Compensation Law of the State of Ohio. This is required within ten (10) days from the date of the Notice of Award. Failure to do so will constitute an abandonment of the bid and a default under the Bid Guaranty.

18. Any of the following reasons may be considered sufficient for the disqualification of a Bidder and/or the rejection of its Proposal:
 - a. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as Bidders for any future Household Hazardous Waste and Recycling Services with the County until such Bidder has been reinstated as a qualified bidder.
 - b. Bid prices which obviously are unbalanced.
 - c. Lack of competency or experience and adequate equipment, as revealed by investigation by the County.
 - d. Machinery and/or equipment which does not conform to the specifications.
 - e. Failure to comply with any qualification or regulation of the County.
 - f. If the Proposal is on a form other than that furnished by the County or if the form is altered or any part thereof is detached.
 - g. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete.
 - h. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
 - i. If the Bidder's financial status and organization are not adequate to complete the Household Hazardous Waste and Recycling Services.
 - j. If the Bidder does not maintain a permanent place of business.

19. The following terms shall be ascribed the following meanings in the Contract Documents unless a different meaning is provided in the text.
 - a. Bidder. The Bidder is any person, firm, partnership, joint venture or corporation submitting a Proposal for Household Hazardous Waste and Recycling Services contemplated.
 - b. Contract. The Contract is the written agreement covering the performance of the Household Hazardous Waste and Recycling Services.
 - c. Contractor. The Contractor is any person, firm, or corporation undertaking Household Hazardous Waste and Recycling Services under the Contract.
 - d. Contract Bond. The Contract Bond is the approved form of security furnished by the Contractor and its Surety or Sureties as a guaranty that it will complete the Household Hazardous Waste and Recycling Services in accordance with applicable laws, regulations, and the terms of the Contract
 - e. Solid Waste District Director. The designated representative of Butler County Recycling & Solid Waste District, 130 High Street, Hamilton, Ohio 45011.
 - f. County or District, whenever used herein shall be understood to mean Butler County, Ohio, Recycling & Solid Waste District, and/or its governing body through its properly authorized agents.
 - g. Proposal. The Proposal is the offer of the Bidder for the Household Hazardous Waste and Recycling Services, made out and submitted on prescribed Proposal Forms, properly signed and notarized.
 - h. Proposal Form. The Proposal Form is the approved form upon which the County has required formal Bids to be prepared and submitted for the Household Hazardous Waste and Recycling Services.
 - i. Subcontractor. A Sub-Contractor is any person, firm, or corporation undertaking any of the following: collection, recycling, and/or disposal of hazardous waste, and their components.

Services under the obligation of the Contractor, who prior to such undertaking received the written consent of the County.

- j. Surety. The Surety is the corporate body, individual (or individuals), bound with and for the Contractor for the acceptable performance of the Contract and for completion of the Household Hazardous Waste and Recycling Services. Only a Surety authorized to do business in the State of Ohio is acceptable.
- k. Collusion. A secret agreement, cooperation or sharing of information by or between bidders or any employee, agent, official or contractor of the county, for the purpose of obtaining an unfair advantage in the bidding process or of controlling or influencing the bidding process in a manner which hinders or frustrates the purposes of the bidding process.

20. The successful bidder shall comply with the Public Employee Risk Reduction Program attached to the Contract.

SECTION 102
PROPOSAL FORMS

NOTE:

THE BIDDER IS CAUTIONED THAT ALL OF THE PROPOSAL FORMS WHICH FOLLOW MUST BE COMPLETED PROPERLY AT THE TIME OF SUBMITTAL. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND INVALID.

PROPOSAL

Proposal of _____, hereinafter referred to as the BIDDER, organized and existing under the laws of the State of _____, doing business as a _____ (corporation, partnership, sole proprietorship, etc.).

Accompanying this Proposal is the Bid Guaranty (bid bond, cash, or cash equivalent) in the form described in the Invitation to Bid and Information for Bidders.

BIDDER hereby agrees to commence Household Hazardous Waste and Recycling Services under this Contract on a date to be specified in the Notice to Proceed and to substantially furnish the Proposal items according to the contract schedule after receipt of a notification to proceed. Bidder further recognizes that the successful Contractor may become liable for liquidated damages for failure to perform once this Contract is signed.

BIDDER acknowledges receipt of the following Addenda:

- No. _____, dated _____, 2021
- No. _____, dated _____, 2021
- No. _____, dated _____, 2021

BIDDER agrees that if this Proposal is accepted, it will enter into an agreement with the COUNTY to perform the Household Hazardous Waste and Recycling Services described in the Contract Documents for the prices as noted on the attached Proposal Forms. It is understood that the right is reserved by the COUNTY to reject any and all bids or to accept any bid which may be deemed to be for the best interest of the COUNTY.

BIDDER hereby certifies that it has read, and will abide by, all of the conditions contained within the Contract Documents.

Bidder's Signature and Title _____

Contractor _____

Address _____

Phone _____

Email _____

**BUTLER COUNTY RECYCLING & SOLID WASTE DISTRICT
2021-2022 RESIDENTIAL HOUSEHOLD HAZARDOUS WASTE DROP OFF PROGRAM**

Sealed copies in duplicate of each Bidder's proposal must be delivered to and received in the Butler County Recycling & Solid Waste District, Fifth Floor, Butler County Administrative Center, 130 High St., Hamilton, OH 45011 by **10:30 a.m.** local time on **Tuesday, May 18, 2021.**

BACKGROUND

- Sponsor: Butler County Recycling & Solid Waste District
130 High Street, 5th Floor
Hamilton, OH 45011
- Location: At the bidder's permanent location in Butler County; or at the bidder's leased location in Butler County, and up to (2) additional Saturday rotating locations in Butler County to be determined by contractor and Butler County Solid Waste District.
- Collection Dates: Every Thursday
July 1 to November 18, 2021 – for a total of (21) service days
July 7 to November 17, 2022 – for a total of (20) service days
Up to (2) additional mobile Saturday collection dates may be added during Year 2 of the contract.
- Hours of operation: 2:00 P.M. to 7 P.M on Thursdays; 9 A.M. to 2 P.M. on Saturdays.
- Demographics: Butler County population - 368,000
Service Area: 469 square miles
Estimated Participants: 300-600 vehicles per month, or 2,500 total participants
- District Contact: Anne Fiehrer Flaig, Director (513) 887-3963
Mamie Lynch, Administrative Assistant (513) 887-3653
- Disposal Preferences: It is the goal of Butler County Solid Waste District to select an environmental contractor who will process HHW in accordance with all applicable local, state and federal laws and regulations. Preferred method of management includes recycling of HHW material.
- Advertising: The HHW program will be advertised to the community at least two weeks prior to the first day of the program and at least three additional times during the program period. The District is the sole organization responsible for awareness and promotion for the event.

All programs and services are offered on a nondiscriminatory basis without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

**SERVICES TO BE PROVIDED BY CONTRACTOR FOR
BUTLER COUNTY SOLID WASTE DISTRICT
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

1. The contractor will provide all equipment necessary for the safe collection, handling, storage and transportation of household hazardous wastes. This may include but is not limited to the following **(or equivalent)**:

- | | |
|---|---|
| - Drums/Containers* | - Packing and spill absorbents |
| - Sufficient no. of on-site workers to ensure smooth traffic flow and accommodation of need for unloading, packing, sorting, etc. | - Shipping Manifests |
| - Dumpsters | - Labels |
| - Plastic Ground Covering | - Aprons |
| - Goggles | - Air Monitoring Instruments |
| - Respirators | - Splash Shields |
| - Eye Wash Hoses | - Safety Coveralls |
| - First Aid Kits | - Gloves |
| | - Portable Fire Extinguishers |
| | - Traffic Cones |
| | - Awnings/Tents, rain equipment as needed |

* All drums and containers must comply with ODOT requirements pertaining to the transportation of HHW and other materials to be collected.

2. The contractor shall provide an operations plan for the program. The plan should include, at a minimum:
- A. Procedures for:
 - Unloading participants' cars
 - Separating and packaging materials (hazardous, non-hazardous, etc.)
 - Preparing shipping manifests and other applicable inventory documents
 - Transportation and final disposal of wastes
 - B. Procedures for testing and identifying unknown or unlabeled materials.
 - C. Plan to be used in case of spill or other emergency.
 - D. A list of personnel by function (including subcontractors); refer to Set-up Costs explanation in Pricing Section below.
 - E. A list of wastes that the contractor will not, or is unable to handle or accept.
 - F. A narrative of the contractor's plan to bulk or consolidate waste on site (i.e. paints, aerosol can evacuation, etc.).
3. Site layout specifics (receiving areas, testing areas, packaging areas, storage areas, traffic flow, etc.) indicating number of unloading sites, material handling, analyzing trailers, etc., should be included. The contractor shall provide all equipment necessary for traffic control (e.g. cones, signs, etc.) as required. The District's goal is to have a maximum wait of fifteen (15) minutes per vehicle at the collection site. The site plan should address anticipated wait time and procedures to minimize excessive wait time (more than 20 minutes per vehicle).

Each Proposer shall describe how and where household hazardous waste will be disposed, and how and where recyclables and reusable material will be processed and marketed. Include proof of licenses to accept and process household hazardous waste for each treatment, storage and disposal facility (TSDF) that will be utilized for this contract. Also include the name, address, telephone number, and contact person for each TSDF that will be used for this contract.

Each Proposer shall include in the proposal, copies of all notices of violations and/or deficiencies, administrative orders, and/or other enforcement actions taken by regulatory agencies in the last three (3) years in connection with all HHW collection program(s), HHW facility(ies), and/or other hazardous waste facility(ies) which the Proposer owns, operates or is otherwise affiliated. Proposer should also provide any letters of commendation or other awards or recognition. Failure to submit all information requested is subject to bid disqualification.

4. Each bidder shall provide a description of the bidder's experience and capability in the delivery of HHW waste collection and management services for both temporary and permanent collection programs for the last five years. The following information shall be provided for each collection reference:
 - A. List of temporary weekend/weeknight part-time style HHW Collection and Management Contracts for the last 5 years including the following information (bidder must supply at least 5 references):
 - Name of location
 - Contact
 - Address
 - Telephone number
 - Brief description of services
 - Number of cars serviced
 - Type and quantities of HHW collected
 - Amount of HHW recycled as a percentage of the total HHW collected
 - Any violations cited from a HHW collection event
 - B. List of permanent style HHW Collection and Management Contracts for the last 5 years including the following information (bidder must supply at least 3 references):
 - Name of location
 - Contact
 - Address
 - Telephone number
 - Brief description of services
 - Number of cars serviced
 - Type and quantities of HHW collected
 - Amount of HHW recycled as a percentage of the total HHW collected
 - Any violations cited from the HHW collection events
5. The contractor shall provide letters of reference for projects where similar services have been provided.
6. The contractor shall identify a project manager who will be available before, during, and after the collection days to respond to District and community questions.
7. The contractor shall keep a written record of all materials collected during the events and document the final management alternative for each material. A monthly report of the total amount of material collected, number of vehicles participating, and zip codes of participants must be submitted to the District within 15 days of the prior service month (ex. July service report due August 15, August service report due September 15, etc.).

Additionally, a report should be completed and submitted to the District, no later than 60 days following the last collection day (Thursday, November 18, 2021) detailing:

- Types and amounts of wastes collected.
 - Types and amounts of wastes reclaimed, exchanged, reused, energy recovered, or recycled.
 - Types and amounts of wastes disposed **and the names of the facilities where materials were shipped for disposal.** Contractor will select appropriate treatment, storage and disposal and/or recycling sites for materials collected in the HHW Program. The sites shall be permitted and/or approved by U.S. EPA and Ohio EPA as hazardous waste treatment, storage, disposal and/or recycling facilities.
8. Butler County Recycling & Solid Waste District will not direct nor control the collection, handling, storage or transportation of waste collected except to the extent that it will forbid actions in violation of State or Federal law of which it becomes aware. The contractor shall assume generator status for the purpose of obtaining local and state permits and for shipping all materials collected during the Household Hazardous Waste Program.
 9. The contractor is responsible to provide security for the site during the time of the collection and following the closure of the event until complete removal of materials from the site.
 10. In instances where the contractor leases a temporary site in Butler County for collection of HHW, the successful contractor shall verify that local zoning permits the operation of a household hazardous waste collection program. The contractor further agrees to repair, replace, or make good, without cost to the District, host community, or site owner, any defects, faults, or personal property damage or personal injury arising within one (1) month after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work performed, unforeseen circumstance, or materials provided by the contractor.
 11. The contractor shall comply with all applicable Federal, State and Local laws and regulations regarding the collection, storage, transportation, and disposal of household hazardous wastes.
 12. The Contractor shall be insured to guarantee responsibility for any liability which may be incurred, due to contractor error, in the collection, handling, packaging, transport, and disposal of the hazardous waste collected.
 13. The Contractor shall provide the District with proof of workers' compensation and automobile insurance, plus at a minimum, the following coverage: general and comprehensive liability for at least one million dollars (\$1,000,000) as well as environmental impairment liability insurance for at least two million dollars (\$2,000,000) to be in effect during the collection period and until verification of proper disposal of all materials. Documentation must detail the amount of insurance coverage in each category and name the District as a certificate holder, and note the District's involvement in the project.
 14. General and comprehensive liability, or other appropriate coverage, must be applicable to any volunteer workers assisting during the collection, understanding that volunteers shall not be in direct contact with any materials being collected.
 15. The contractor will be responsible for providing adequate staffing to perform and assist in waste and non-waste handling duties (from traffic control, verification of Butler County residency, and administering participant surveys). The District will not supply staff or volunteers for any purpose for the collection event.
 16. Butler County Solid Waste District reserves the right to reject any and/or all proposals and to award the contract in the best interest of the District. The county reserves the right to rescind the award of any Contract, before the execution of the said Contract by all parties, without liability against the County.
 17. No contract will be awarded to any person, firm or corporation that is in arrears to the County upon any

debt or contract, or who has previously failed, either in whole or in part, to satisfactorily execute work or service on a County contract.

18. Butler County Solid Waste District reserves the right to withhold final payment, pending verification that all subcontractors have been paid or are being paid according to schedule.
19. The Contractor shall faithfully perform all things to be done under the contract. Following award, and prior to execution, of any contract, the Contractor shall deliver to County a performance bond, in the form set forth in R.C. 153.57, with good and sufficient surety in the full amount of the bid.
20. **Contract Period, Funding and Invoicing:**

The contract will be written for a period of **two (2) years with three (3) optional renewal periods**. Contract reimbursement is based on successful completion and approval of all services over the period of the contract. Contractor can claim payment only for services already provided. Payment by Butler County is made upon receipt and after verification and acceptance of invoices presented by the Contractor and any required documentation.

Contractor shall prepare and submit any and all invoices requiring payment on or before the 15th of the month following the final service day of the prior service month and invoicing will reflect the same format as the bid proposal form. All items requiring payment must be thoroughly explained and documentation provided if required. There will be no generalization of any part of the invoice. Any invoice that does not follow the proper format will not be considered for payment. Payment will be issued upon receipt of properly documented invoicing according to the following schedule:

- July Invoice for services remitted to the District on or before August 15
- August Invoice for services remitted to the District on or before September 15
- September Invoice for services remitted on or before October 15
- October invoice for services remitted on or before November 15
- November invoice for services remitted on or before December 15

Any contract awarded will be conditioned upon the availability of federal, state, or local funds which are appropriated or allocated for providing the services under the services provided. If funds are not allocated and available for the continuance of the functions performed by the winning bidder the products or services directly involved in the performance of that function may be terminated by the Butler County at the end of the period for which funds are available. Butler County or the Butler County Solid Waste District will notify the winning bidder at the earliest possible time of any products or services which will or may be affected by a shortage of funds. If funds are reallocated in lesser quantities than the initial allocation, Butler County or the Butler County Solid Waste District may reduce the scope of service purchased and/or total dollars. No penalty shall apply to Butler County or Butler County Solid Waste District in the event this provision is exercised, and the Butler County Solid Waste District nor Butler County shall not be obligated or liable for any future payments due for any damages as a result of termination or reduction under this section. Any contract entered into by the successful bidder will state that the funding required for each contract year will need to be certified by the Butler County Auditor at the beginning of the fiscal year or the contract will be terminated without penalty to Butler County or the Butler County Solid Waste District.

21. A site visit (or site visits to multiple sites) must be scheduled with the District at least 10 days prior to the first day of the collection service period. Key employees to be involved in the collection events and HHW management for Butler County must be present at the site visit(s).

The bidder must address the following specifications when responding to this invitation to bid document:

- A. The District will require the winning bidder to conduct the scheduled 2021-2022 collection program at a facility that is either owned or leased by the Bidder, or is under a temporary partnership agreement with a third party and the bidder. Said facility must be located in Butler County, Ohio and local zoning must permit household hazardous waste collection and storage to take place within the designated location/building. Bidders are invited to offer service at a fixed location in Butler County for each Thursday during the period from July to November, and up to (2) additional Saturday service dates at rotating locations in Butler County, Ohio.
- B. The contractor must be able to designate and dedicate an acceptable area within the facility(s) to properly manage the proposed HHW operation. The District anticipates that collection service days will yield a participation range of 50 – 200 cars. The bidder must be able to demonstrate that the allotted area within the facility(s) for the collection will be able to safely handle the traffic and storage capacity of collected materials.
- C. HHW Collection shall be open to District residents from 2 pm – 7 pm local time on Thursdays, from July 1 to November 18, 2021 and again July 7 – November 17, 2022. The Contractor(s) must have the site open and ready to process waste a minimum of one half hour prior to the scheduled opening of the event. The Contractor(s) will be responsible for storage of equipment and materials between collection days. In addition to the Thursday service schedule, up to (2) additional rotating Saturday service locations may be included as part of the bid packet to be operated in 2022.
- D. Assume generator status for purpose of obtaining any state and local permits and/or authorization to dispose of HHW.
- E. A site agreement shall be consummated between the contractor and the site owner for instances of leasing a site for the Thursday HHW service collection; and in instances of leasing a site for placement of an HHW unit at (2) rotating Saturday locations in 2022.
- F. The Contractor is responsible for complying with local, state and federal requirements related to HHW collection operation. The Contractor shall cooperate fully with the District, emergency response personnel, and others associated with the HHW Collection Program.
- G. Bidders must identify in the bid a program manager who will be the primary contact with the District and will be responsible for all arrangements made by the Contractor. The program manager must have experience in all arrangements necessary for HHW collection programs and appropriate authorization to act on behalf of the Contractor. The program manager must have experience in permanent HHW collections specifically in the design, coordination, and operation of a permanent HHW collection. The Bidder must demonstrate compliance with this requirement.
- H. The District's goal is to maximize reuse and recycling of waste generated in the District. Bidders must identify the materials, which they will recycle, or reuse and must specify the ways in which the materials will be recycled or reused. The final report to the District must specify the destination of all materials collected during the HHW Collection Program.
- I. The Contractor shall be responsible for establishing, processing and marketing arrangements for reusable and recycled materials, including transportation to markets and the brokering of the recycled materials to their respective markets. Bids shall specify marketing arrangements sufficient for the disposition of any and all reusable or recyclable materials collected by the HHW Collection Program.

- J. Contractor shall be permitted to retain all revenues from the sale of recyclables.
- K. The District may impose other requirements throughout the term of the contract to assist the District in meeting future local, state or federal mandates. Good faith negotiations will be required of all parties when any new mandates are imposed or existing mandates are modified which will require a change in the contract.
- L. A final report, which must include a completed form, entitled “Results of Household Hazardous Waste Collection Programs” shall be furnished to the District within 6 weeks of the conclusion of the collection events.
- M. The Contractor shall be responsible for basic surveying and registering of customers. This may require asking the customer to complete a short survey or sign-in sheet. Contractors’ employees shall observe all COVID-19 safety requirements including wearing suitable PPE in conformance with all local and state issued mandates.
- N. Contractor will be required to provide a monthly comprehensive and detailed report to the District, regarding the service provided by the Contractor. Such reports will include, but not be limited to the following:
 1. Quantities of HHW collected and reused/recycled/disposed for the report period in net pounds per bid category;
 2. Number of vehicles participating in the collection events for the report period; corresponding participant zip codes and the name of their community of residence;
 3. Total recycled materials as a percentage of the total materials collected;
 4. Spills, emergency events, and personnel injuries;
 5. Copies of all manifests and bills of lading for the month;
 6. Copy of the container weight tracking log and weigh scale tickets for bulk shipments;
 7. Other information deemed necessary by the District to evaluate the contractor’s performance, evaluate the program, and inform the public.

- 22. The District reserves the right to audit the contractor’s operations with or without notice and to audit record keeping, including inspection of daily and weekly container management and weight scale data. The District will, on occasion, review the daily weight tracking log kept by the contractor for accuracy and completeness. The District may also require the contractor to re-weigh certain containers to ensure accurate weight tracking protocols.

The District reserves the right to have a staff person or its agent present at any and all times during collection operations.

23. District Responsibilities

The District will conduct all advertising, promotion and public awareness for scheduled collection events.

The District will be the sole contact for public inquiries relating to the collection program.

The District will communicate program results and progress to Butler County program stakeholders

and Ohio EPA.

Butler County Solid Waste Management District will notify all bidders of the successful bidder within thirty (30) days of the bid/proposal opening date.

BID FORM

The bidder must provide prices for all quotations provided in this request for proposal. The quotes contained herein are designed to give maximum flexibility to the District for implementing a comprehensive Household Hazardous Waste Program in Butler County, Ohio.

BID PRICE QUOTATION INSTRUCTIONS: The following is a detailed summary of each bid quotation.

Bid Document #1:

Base Bid (Per Car Pricing) – Thursday Collections

Complete Bid Document #1, which contains the per car pricing format for the District’s 2021 and 2022 HHW program. The bidder’s all-inclusive per car pricing must include but not be limited to the following:

- Labor and personnel costs, benefits and other associated costs;
- Personal protective equipment and supplies;
- Spill response, emergency, and site protection equipment and supplies;
- Transportation, transfer and all rental costs;
- Treatment, disposal and recycling/reuse costs;
- Other equipment and supplies as needed;
- All shipping containers including over pack drums;
- Manifests, labels, markings, placards, and other associated paperwork;
- Miscellaneous fees and surcharges;
- Performance bond costs;

The District will not entertain change orders for additional cost recovery unless a clear and unforeseen cost is incurred that was initiated by the District.

YEAR 1 (2021)	
BID DOCUMENT #1 – BASE BID PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

YEAR 2 (2022)	
BID DOCUMENT #1 – BASE BID PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	

301 – 600	
601 – 900	
901 – 1,200	

RENEWAL YEAR 1 (2023)	
BID DOCUMENT #1 – BASE BID PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

RENEWAL YEAR 2 (2024)	
BID DOCUMENT #1 – BASE BID PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

RENEWAL YEAR 3 (2025)	
BID DOCUMENT #1 – BASE BID PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

Bid Document #2:

Alternate Bid (Per Car Pricing) – Rotating Saturday Collections

The bidder will complete Bid Document #2 which contains the per car pricing format for the District’s 2022 HHW program for up to (2) rotating Saturday weekend events per year. The District will evaluate whether a weekend collection held in conjunction with the Thursday weekday collection will be needed based on cost and other factors. All-inclusive per car pricing must include but not be limited to the following:

- Labor and personnel costs, benefits and other associated costs;
- Personal protective equipment and supplies;
- Spill response, emergency, and site protection equipment and supplies;
- Transportation, transfer and all rental costs;
- Treatment, disposal and recycling/reuse costs;
- Other equipment and supplies as needed;
- All shipping containers including over pack drums;
- Manifests, labels, markings, placards, and other associated paperwork;
- Miscellaneous fees and surcharges;
- Performance bond costs;

The District will not entertain change orders for additional cost recovery unless a clear and unforeseen cost is incurred that was initiated by the District.

YEAR 1 (2021)	
SATURDAY PER CAR PRICING <i>The District anticipates offering Saturday collection in your 2022 and thereafter</i>	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	\$ 0
301 – 600	\$ 0
601 – 900	\$ 0
901 – 1,200	\$ 0

YEAR 2 (2022)	
BID DOCUMENT #2 – SATURDAY PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

RENEWAL YEAR 1 (2023)	
BID DOCUMENT #2 – SATURDAY PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

RENEWAL YEAR 2 (2024)	
BID DOCUMENT #2 – SATURDAY PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

RENEWAL YEAR 3 (2025)	
BID DOCUMENT #2 – SATURDAY PER CAR PRICING	
BUTLER COUNTY SOLID WASTE MANAGEMENT DISTRICT HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM	
QUANTITY OF CARS PER MONTH	PRICE/CAR
200 – 300	
301 – 600	
601 – 900	
901 – 1,200	

CONDITIONS OF PRICE QUOTES:

The District, for each category of collected material has determined the minimum handling method as of the date of this bid. The Proposer may elect to upgrade the handling method but only to a method that is higher on the following scale:

1. **Reuse Purpose** – materials exchange, product used for its intended purpose
2. **Reduce** – waste minimization
3. **Recycle** – product substitution, supplemental fuel, manufactured into another or similar product
4. **Treatment** – incineration, chemical treatment, reducing toxicity
5. **Disposal** – landfill, use constituting disposal

- All non-hazardous materials (materials with non-hazardous constituents) collected such as, but not limited to, dry wall compound, spackling, driveway cement, gypsum, mortar, water based adhesive, sealants, car wash, dish soap, rock salt, detergents and normal solid waste and trash will be disposed of by the Contractor as municipal solid waste.
- The District has not pre-determined the packing methodology for the various materials. Proposers should list the packing methodology that will offer the greatest cost and environmental benefit for the District operationally and financially.
- All non-contaminated cardboard will be separated and packaged in containers for off-site recycling by the Contractor.
- The District agrees that no latex paints or ammunition will be accepted as part of the Household Hazardous Waste program.

Specifications

The Contractor shall provide current **references** for projects where similar services have been provided.

The Contractor shall identify a **Project Manager** who will be available before, during, and after the event to respond to District and community questions.

The Contractor shall provide a **General Operations Plan** for the Butler County program. The Plan should include, at a minimum:

- A. Procedures for receipt of household hazardous waste (HHW); unloading household hazardous wastes from participant vehicles; temporary segregation and storage for hazardous materials (if necessary) at the event site.
- B. Specify what types of collection containers/vehicles, equipment, materials, and methods will be used to manage materials at the drop off site and how they will be stored (if necessary), and removed from the drop-off site.
- C. List quantity or amount of HHW that contractor's vehicles/collection containers will hold and frequency and capacity to remove and/or store hazardous material accrued on each service day, or service week.
- D. Describe who will manage the Household Hazardous Waste event and how each staff member will function to support the event. List key staff members, and provide details of how many and which staff members who will be present for the designated service days:
 - On Weekly service days;
 - On optional Saturdays, for five hours per service day
- E. Household Hazardous Waste Material categories should be listed in the proposal and must be assumed as part of the per car pricing. An example of the types of hazardous materials Butler County seeks to have collected and processed is provided in Appendix A of this document. A list of hazardous materials that the Contractor will not, or is unable to handle or accept should also be listed.
- F. A description of how highly volatile or explosive materials will be managed.
- G. List any additional or special services.
- H. List any certification or recognition the Contractor has received that are current for your organization.
- I. Description of post event clean-up at event site.

CONTRACTOR will provide the District with the names and locations of secondary market processors who receive materials originating from the Butler County program. The reports must detail the quantity of material managed for recycling vs. energy recovery (incineration) as well as provide information about any materials that are disposed.

The Contractor shall be insured to guarantee responsibility for any liability which may be incurred, due to Contractor error, in the collection, handling, transport, processing and recycling of hazardous materials collected (see specifics listed on page 17, Item 13).

This is not an exclusive contract. Butler County Recycling and Solid Waste District (BCSWD) may have work performed by other contractors. If BCSWD is not satisfied with the quality of work or customer service of the contractor, BCSWD may terminate this contract at any time after any amount of work has been completed.

The Contractor shall faithfully perform all things to be done under the contract. Following award, and prior to execution, of any contract, the Contractor shall deliver to County a performance bond, in the form set forth in R.C. 153.57, with good and sufficient surety in the full amount of the bid.

This is for a two year contract with three (3) one-year optional extensions. Butler County Recycling & Solid Waste District may exercise the options by written notice prior to the expiration of the current year. Any proposed increase in price for contract extensions must be negotiated and agreed upon by both parties. If the supplier does not want to accept the optional extensions, they must notify Butler County Recycling & Solid Waste District in writing a minimum of ninety (90) days prior to the end of the current contract year.

Bidders' Signature

Date

EEO Compliance

The Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

Declaration of Personal Property Tax Delinquency, O.R.C. 5719.042. The Bidder hereby affirms that, the Bidder herein, IS _____/ IS NOT _____ (check one) charged at the time of submitting this Bid with any delinquent personal property taxes on the general tax list of personal property of any County in Ohio.

The total amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$ _____ and is owed to _____ County, Ohio.

Bidder's Name

Authorized Signature

Position of Signatory with Bidder

Date

NOTARY
STATE OF OHIO
BUTLER COUNTY

Before me, a Notary Public, in and for said County, personally appeared _____
_____(Name), authorized signatory for _____(Name of Firm), and
acknowledges that it has read the foregoing representation of EEO Compliance and Declaration of
Personal Property Tax Delinquency and that the information provided therein is true to the best of its
knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____ Ohio,
this _____ day of _____, 2021.

Notary Public

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,

(Here insert full name and legal title of Contractor and Address)

as Principal, and _____
(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Butler County Board of Commissioners, 315 High Street, Hamilton, Ohio 45011 hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____(date) to undertake the project known as:

Household Hazardous Waste and Recycling Services for Butler County Recycling & Solid Waste District Contract No.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$_____).

If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed five percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the Household Hazardous Waste and Recycling Services covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor

performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID SURETY hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the Household Hazardous Waste and Recycling Services or to the specifications.

SIGNED AND SEALED This _____ day of _____, 2021

PRINCIPAL/ BIDDER _____

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in-fact

Surety Company Address

Surety Agent's Name and Address

NOTE: Attorney in fact shall attach proof of authorization by Surety to execute bonds on behalf of the identified Surety.

CERTIFIED CHECK-IN LIEU BID GUARANTY AND CONTRACT BOND

Butler County, Ohio
Household Hazardous Waste and Recycling Services for
Butler County Recycling & Solid Waste District

If a certified check is deposited instead of the above Bid Bond, fill out the following information.

Certified check for _____ Dollars

On _____ Bank of _____

_____ deposited herewith.

Bidder

Non-Collusion Affidavit

This affidavit must be executed and notarized for the Bid to be considered. If a corporation makes the Bid, then its properly authorized agent must execute it.

_____ being first duly sworn, deposes and says that he/she is:
(Affiant)

_____ (Sole County, Partner, President, etc.)

of _____
(Name of Bidder)

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Butler County, Ohio, or any person or persons interested in the proposed Contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____ Affiant Signature

NOTARY

Sworn to and subscribed before me this _____ day of _____ 2021.

_____ Notary Public in and For

_____/_____
(County) / (State)

My Commission expires:

_____, 20

Resources and Experience of Bidder

The undersigned guarantees the accuracy of all statements and answers herein contained.
(Please print in ink or type - Attach additional sheets if required)

1. How many years has your firm been in business as a Contractor?

2. List up to three (3) projects for residential Household Hazardous Waste collection that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the **completion date** and **completed cost** of each project listed.

3. List similar projects presently under contract by your firm, the dollar volume of the contract and the percent the contract is completed.

4. In the last five years has your organization ever had an OSHAA violation(s) that resulted in suspension of your operation? If yes, describe in full the circumstances that led to the violation, and when the violation(s) occurred. List any/all fines incurred as a result of said violation(s) and what actions have been fulfilled to address the violation.

5. Has your organization ever had its operating license suspended due to findings or violations identified by Ohio EPA during inspection of your facility? If so, state when, where and why. How was the matter resolved?

6. Do you plan to sublet any part of this Household Hazardous Waste and Recycling Waste Recycling Services Contract? If so, give details.

7. What equipment do you own that is available for the Household Hazardous Waste Collection? What equipment do you plan to rent or purchase for Household Hazardous Waste Collection?

8. Provide the names and qualifications (education and experience) of the key technical personnel proposed to be assigned/used for this contract. Please specify at least two.

9. Give the name, address and telephone number of an individual who represents each of the following and whom the County may contact to investigate your financial responsibility: a surety, a bank and a major supplier.

10. Give a summary of your financial statement. (List assets and liabilities, using an attachment sheet if necessary).

11. State the true, exact, and correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information is furnished.

a. Correct name of Bidder _____

b. The Business is a _____

c. The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows: _____

Upon request, the Bidder will be expected to amplify the foregoing statements as necessary to satisfy the County concerning its ability to successfully perform the Household Hazardous Waste and Recycling Service in a satisfactory manner.

Signed this ____ day of _____, 2021.

_____ Bidder

_____ Signature of Partner/Owner or Officer

_____ Title

SECTION 103
PERRP COMPLIANCE PROGRAM

Butler County, Ohio
Board of Commissioners

Butler County Department of Safety
Telephone 513-887-5638

Public Employees Risk Reduction Program (PERRP) Compliance Program

CONTRACTOR'S RULES & REQUIREMENTS

All outside contractors and outside concerns shall comply with all practices established by law, (Local, State, and Federal) and with those regulations specified by Butler County. This includes Occupational Safety and Health Administration (OSHA) Standards and Environmental Protection Agency (EPA) regulations. The Contractor will furnish evidence of proper insurance coverage to Butler County Recycling & Solid Waste District as required under the following paragraphs:

1. All Household Hazardous Waste and Recycling Services and material furnished shall conform strictly to the requirements of the laws of the State of Ohio and all other federal, local or municipal laws and ordinances as well as all lawful regulation of any public authorities.
2. The Contractor expressly assumes and agrees to protect, defend, indemnify and hold harmless Butler County from and against all claims which may be made against Butler County by reason of any personal injury or death to any person or persons (including but not limited to employees of Butler County or its Contractors) and for or on account of damage to the property of any person, firm, corporation (including but not limited to property of Butler County or its contractors), however caused, arising out of or in the course of the performance of Household Hazardous Waste and Recycling Services for Butler County by the contractors, agents, employees or sub-contractors.
3. Until completion of Household Hazardous Waste and Recycling Services and final payment has been tendered, the contractor shall procure at its own cost and keep in force, in form satisfactory to the Butler County:
 - a. Workers' Compensation Insurance, including payment to employees of the contractor, compensation provided by the Worker's Compensation law of the State of Ohio.
 - b. Liability insurance covering public liability assumed herein, including contractor's liability and automobile liability including trucks, trailers, or other motor vehicles. Evidence of such insurance, in policy or certificate form, shall be deposited with Anne Fiehrer Flaig, Director, Butler County Recycling, in advance of commencement of Household Hazardous Waste and Recycling Services.
 - c. Whereas any part of this contract is performed by a subcontractor of the contractor, evidence of such insurance on behalf of such contractor shall similarly be provided by the contractor to the Director, in advance of commencement of the Household Hazardous Waste and Recycling Services. Upon receipt of the above information by the Purchasing and Materials Control Agent, and if such insurance or certificate expires

before completion of Household Hazardous Waste and Recycling Services, it shall be the duty of the contractor to furnish renewal certificates.

4. Personal Conduct:

- a. Contractor and their employees shall consider themselves representatives of Butler County while performing work for Butler County and shall treat Customers with the utmost respect. Contractor and their employees shall not enter into disputes with Customers under any circumstances. In the event of any disagreement involving work assigned to the contractor by Butler County, the Contractor or their Representative shall notify Butler County Recycling and Solid Waste district immediately.
- b. Contractor and its employees and assigns will not be employees of Butler County or any of Butler County's agencies. The parties agree the Contractor, its employees and assigns are independent contractors for the purposes of this agreement.
- c. Unprofessional conduct of any kind will not be permitted including but not limited to: horseplay, fighting, inappropriate language, and soliciting tips from Butler County participants.

5. Contingency

- a. Contractor expressly agrees that any contract and subsequent renewal to provide Household Hazardous Waste Collection and Recycling Services is contingent on sufficient funds allocated to Butler County Recycling and Solid Waste District.

Butler County, Ohio
Board of Commissioners

Butler County Department of Safety
Hamilton Telephone 513-887-5638

SAFETY REGULATIONS FOR OUTSIDE CONTRACTORS:

1. Comply with Laws and Codes:

- a. Contractors and their employees shall comply with all practices established by law, (Local, State, and Federal) and with those regulations specified by Butler County. This includes the Occupational Safety and Health Administration (OSHA) Standards and Environmental Protection Agency (EPA) regulations.
- b. Contractor will provide Butler County Recycling and Solid Waste District a summary of safety training that is provided to Contractors' employees who work during the Household Hazardous Waste and Recycling Program, including number of training hours per employee and evidence that Contractor provides employees with current and up-to date hazardous waste management training. The Contractor will provide trained and consistent staffing throughout Butler County's Household Hazardous Waste and Recycling Program.

2. Housekeeping:

- a. Contractor is responsible for keeping the HHW collection site clean and orderly.
- b. Final cleanup of the site (at temporary collection locations) at completion of job, is subject to inspection by Butler County personnel.
- c. Under no circumstances will open burning of combustible material be permitted at event site.
- d. Debris and/or other materials must be removed from *temporary* collection sites by the contractor upon completion of job or at the end of the HHW event day. Material shall not be allowed to accumulate at the job site.

3. Traffic and Parking:

- a. All posted traffic, parking and safety regulations must be strictly observed.
- c. All contractor employees are to park their personal vehicles in a designated parking area.

4. Equipment:

- a. Contractor must supply equipment needed at the job site.

5. Proper Barricading:

- a. Signs, tape, cones, and barricades are to be provided by the contractor during daylight hours to identify point of drop off for Household Hazardous Waste materials.

- b. Proper warning lights are to be provided by the contractor during nighttime service hours.

6. First Aid:

- a. Minor injuries, (bruises, scratches, etc.) will be treated by the contractor facilities.
- b. First aid for more serious cases is the responsibility of the contractor, and may require referring employees or contracted employees to the proper medical facilities.

7. Personal Protection Equipment:

- a. As may be needed, approved safety eye protection shall be provided by the contractor and worn by all his/her employees in the provision Household Hazardous Waste and Recycling Services.
- b. As may be needed, approved hearing protection equipment shall be provided by the contractor and worn by all his/her employees while performing Household Hazardous Waste Service.
- e. Any other type of personal protective equipment (PPE) that might be called for, depending upon the job being performed, shall be provided and used.

8. Other Programs:

All requirements of any other applicable OSHA regulations such as, but not limited too, Fall Protection, Confined Space Entry, Hazard Communication standards must also be met.

9. Safety Plans:

Each prime and sub-contractor shall submit a complete Safety Plan to the County for review and approval prior to service delivery. Each Safety Plan shall be maintained in an accessible location on the job site for the duration of Household Hazardous Waste and Recycling Services to be performed by that prime- or sub-contractor.

SECTION 104
CONTRACT FORMS

NOTE:

THE BIDDER NEED NOT COMPLETE ANY OF THE FOLLOWING FORMS IN SUBMITTING ITS PROPOSAL. THESE FORMS WILL BE COMPLETED UNDER THE DIRECTION OF BUTLER COUNTY WHEN THE CONTRACT IS AWARDED.

STATEMENT OF FISCAL OFFICER

I _____, Butler County Auditor,
Name

hereby certify that I am the qualified and acting fiscal officer of Butler County, Ohio, and that the amount of money to wit (\$_____) required to meet the cost of the attached contract between the Butler County Board of Commissioners, County, and _____, Contractor, has been lawfully appropriated for the purpose of said contract and the money so appropriated is on deposit (or in the process of collection) to the credit of the appropriate fund free from any previous encumbrances.

_____, 2021

X _____

Title

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Furnishing of Household Hazardous Waste Collection and Recycling Services for Butler County Recycling & Solid Waste District, Butler County, Ohio.

The County, Butler County, Ohio, Butler County Commissioners, has considered the Proposal submitted by you on _____ for the above described Household Hazardous Waste and Recycling Collection Services in response to the County's Advertisement Request for Proposals.

You are hereby notified that your Bid has been accepted for the Household Hazardous Waste and Recycling Collection Services in the amount of \$_____.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Certificates of Insurance, Workers Compensation Certificates (107.21), and Safety Plan within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said Contract and/or to furnish said bonds, certificates, forms and schedule within ten (10) calendar days from the date of receipt of this Notice of Award, the County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as abandoned and to consider this as a forfeiture of your Bid Guaranty. The County will be entitled to such other rights as may be granted by law.

You are required to sign and return an acknowledged copy of this NOTICE OF AWARD to the County.

Dated this ____ day of _____, 2021.

Receipt of the NOTICE OF AWARD
is hereby acknowledged

(Contractor)

BUTLER COUNTY
RECYCLING & SOLID WASTE
DISTRICT

By _____ By: _____

Title _____ Title: _____

Date: _____ Date: _____

Sign, date, and return this NOTICE OF AWARD within ten (10) calendar days to Anne Flaig, Butler County Recycling & Solid Waste District, 130 High Street, 5th Floor, Hamilton, Ohio 45011.

NOTICE TO PROCEED

To: _____ Date: _____

Program: BUTLER COUNTY, OHIO
**Household Hazardous Waste and Recycling Collection Service
for Butler County Solid Waste District**

You are hereby notified to commence Household Hazardous Waste and Recycling Collection Services in accordance with the Contract on or before _____,2021. The date of completion of all Household Hazardous Waste Collection Services is for a two year contract with three (3) one-year optional extensions. You are required to return an acknowledged copy of this NOTICE TO PROCEED to Butler County Recycling & Solid Waste District, 130 High Street, 5th floor, Hamilton, Ohio 45011.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

(Contractor)

BUTLER COUNTY
RECYCLING & SOLID WASTE DISTRICT

By _____

By: _____

Title _____

By: _____

Date: _____

Date: _____

Sign, date, and return this NOTICE TO PROCEED within ten (10) calendar days to Anne Flaig, Butler County Recycling & Solid Waste District 130 High Street, 5th Floor, Hamilton, Ohio 45011.

ARTICLES OF AGREEMENT

BUTLER COUNTY, OHIO

THIS AGREEMENT, known as HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM for BUTLER COUNTY RECYCLING & SOLID WASTE DISTRICT made and entered into this ___ day of _____, in the year 2021, by and between Butler County, Ohio, Board of County Commissioners and the Contractor.

WITNESSETH: That the said Contractor has agreed and by these present does agree with the County, for the consideration mentioned in the Proposal and under the penalty expressed in a Bond bearing even date with these present and herein contained or hereto annexed, to furnish at the proper cost and expense to the Contractor, all the necessary materials and labor of every description and to carry out and complete in a workmanlike manner, ready for continuous operation, of the HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM, in accordance with the following listed documents, all of which are as fully a part of this Contract as if herein set forth verbatim, or if not attached, as if attached and on file in the office of Butler County, subject to such changes as may be necessary to conform with the intent of the Contract.

Advertisement for Proposals (p. 2-3)

Request for Proposal/Information to Bidders (p. 4-10)

Proposal Forms (p. 11-27)

EEOC Compliance (p. 28)

Proposal Guaranty/Contract Bond (p. 29-30)

Certified Check-In Lieu Bid Guaranty and Contract Bond (p.31)

Non-Collusion Affidavit (p. 32)

Questionnaire – Resources & Experience of the Bidder (p. 33-34)

PERRP Compliance Program (p. 35-39)

Statement of Fiscal Officer (p. 42)

Notice of Award (p. 43)

Notice to Proceed (p. 44)

Articles of Agreement (p. 45)

Registration and Licensing of non-Ohio Corporation (p. 46)

Delinquent Personal Property Tax Affidavit (p. 47)

Certificate of Good Standing from the Ohio State of Secretary (p.48)

**REGISTRATION AND LICENSING
OF NON-OHIO CORPORATION OR LIMITED LIABILITY COMPANIES DOING
BUSINESS IN BUTLER COUNTY**

To all corporate or limited liability companies whose place of incorporation is not the State of Ohio:

If you are a corporation or limited liability company not incorporated in the State of Ohio, please provide within 10 days from the date of issuance of the Notice of Award, a copy of your License to transact business in the State of Ohio from the Ohio Secretary of State and indicate the number of your license to do business in Ohio in the space provided below:

License Number: _____

Failure to satisfy this requirement will negatively impact the execution of the contract agreement and may constitute an abandonment of the bid.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

(This affidavit must be executed for the bid to be considered)

STATE OF OHIO)
)ss.
COUNTY OF _____)

I, _____, _____
(name of party signing affidavit) (title)

having affirmed under oath that at the time of bid for Butler County's
Household Hazardous Waste and Recycling Collection Services, to be opened May 18
(project or item being bid)

2021 submitted on _____, with delinquent personal
property taxes in the amount of \$ _____ (Dollars) and on the following date ____
_____ were due and unpaid to the County of Butler including interest in
the amount of \$ _____ Dollars) and penalties in the amount of
\$ _____ (Dollars). This document when given to the County Auditor shall satisfy
the requirements of ORC 5719.042.

(Name of Individual Company)

(Taxes Filed Under the Name of)

(Signature)

(Complete Address)

(Telephone)

Sworn to and subscribed before me this _____ day of _____ 2021

NOTARY PUBLIC
SEAL
My commission expires

**Corporations and/or
Limited Liability Companies**

**Please provide a “Certificate of
Good Standing” from the Ohio
Secretary of State**

APPENDIX A

Sample list of materials for Butler County residential Household Hazardous Waste and Recycling Program:

Oil based Paints, Lacquers, Varnishes, Stains
Mineral Spirits, Solvents, Paint Thinners
Antifreeze
Cleaners, incl. Drain Cleaners
Gasoline
Motor Oil, Heating Oil
Household/Car/Boat/Appliance Batteries incl. lithium ion batteries
Fluorescent Bulbs, all sizes
Driveway Sealer
Thermostats/Thermometers
Lawn Herbicides, Fertilizers
Pesticides
Pool Chemicals
Propane and Oxygen Tanks
Kerosene Tanks
Helium Tanks
Fire Extinguishers
Smoke Detectors/Smoke Alarms