



**Request for Proposals for  
A Household Hazardous Waste Collection Day**

**Contracting Authority:**

**Waste Management District Board of Directors  
Darke County Commissioners  
Matthew W. Aultman  
Michael E. Stegall  
Michael W. Rhoades**

**Submittal deadline: May 28, 2019 at 4 PM  
Proposal opening: May 29, 2019 at 1:30 pm**

**Issued by: Darke County Waste Management District  
Krista K. Fourman, Director  
684 Wagner Ave; Suite C  
Greenville, OH 45331**

**Phone: (937)547-0827**

**Fax: (937)547-1496**

**Email: [kfourman@co.darke.oh.us](mailto:kfourman@co.darke.oh.us)**

# LEGAL NOTICE- REQUEST FOR PROPOSAL

Sealed Proposals will be received by the Board of County Commissioners of Darke County, Ohio for the purpose of providing certain services for the Household Hazardous Waste Collection on Saturday, **October 5, 2019** as sponsored by the Darke County Waste Management District.

## **Proposals will be received in the office of the Board of County Commissioners**

Attention: Robin Blinn, Clerk of the Commission  
Administration Building  
520 S Broadway  
Greenville, OH 45331

## **Deadline for submittal: 4 PM, TUESDAY, May 28, 2019.**

Proposals received after the submittal deadline, will not be accepted.

## **Solicitation Packets can be requested by calling (937) 547-0827**

## **Proposals will be opened by the Clerk at 1:30 P.M., May 29, 2019 in Public Session**

Administration Building  
520 S Broadway; Greenville, OH 45331

## **PLEASE NOTE:**

- Proposals are to be clearly marked on the outside of the envelope in the lower left hand corner as follows: **Proposal for Household Hazardous Waste Collection and must include the name and address of the Contractor.**
- **All Proposals in excess of \$30,000 must be accompanied by a Proposal Guarantee** (bond, certified check, cashier's check, or money order) in the amount of 5% of the Proposal made payable to the Darke County Solid Waste Management District. If Contractor fails to enter into a proper contract or defaults in any portion of this Proposal, the Proposal Guarantee shall be forfeited as liquidated damages. Proposal Guarantees of the unsuccessful Contractor will be returned immediately after Proposal award is made.
- The County is exempt from all Federal, State, Local and/or Excise Taxes.
- The Board of County Commissioners of Darke County, Ohio, reserves the right to reject any and all Proposals and to waive any defect in a Proposal which does not materially alter the contract documents.
- You may view this notice on the Board of Darke county Commissioners website by going to [www.co.darke.oh.us/solidwaste](http://www.co.darke.oh.us/solidwaste) and clicking on the Legal Notices.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, DARKE COUNTY, OHIO.

Krista K. Fourman  
District Director

## SECTION I - GENERAL INFORMATION TO CONTRACTOR

### A. Objective

The objective of this solicitation is to receive Proposals for the set-up, handling, processing, hauling and final processing of materials collected from the Darke County Solid Waste Management District Household Hazardous Waste Day scheduled for Saturday, **October 5, 2019** to be held between the hours of 8 AM and 12:00 PM for public collection.

The successful Contractor shall enter into the County's Standard Agreement; such Agreement shall embody the terms and conditions of this Solicitation Packet and Contractor Proposal as accepted.

### B. Issuing Office

This solicitation is issued by the Darke County Waste Management District.

Proposals must be received at the Office of the Clerk of the Board of County Commissioners:

Office of the Clerk  
Board of Darke County Commissioners  
County Administration Building  
520 S Broadway  
Greenville, OH 45331  
Tel: (937)547-7300  
Fax: (937)547-7367

### C. Contract Administrator

All communications concerning this solicitation must be directed to the Director:

Krista K. Fourman, Director  
Darke County Waste Management District  
684 Wagner Ave; Suite C  
Greenville, OH 45331  
Tel: (937)547-0827 Fax: (937)547-1496  
Email: [kfourman@co.darke.oh.us](mailto:kfourman@co.darke.oh.us)

Any request for interpretation of the CONTRACT DOCUMENTS **must be made in writing** to the Director and will be answered by issuance of an ADDENDUM that will be transmitted to each person receiving a Solicitation Packet

**D. Proposal Guarantee**

All Proposals in excess of \$30,000 must be accompanied by a Proposal Guarantee (bond, certified check, cashier's check or money order) in the amount of 5% of the Proposal made payable to the Darke County Solid Waste Management District. If Contractor fails to enter into a proper contract or defaults in any portion of this Proposal, the Proposal Guarantee shall be forfeited as liquidated damages. Proposal Guarantees of the unsuccessful Contractor will be returned immediately after Proposal award is made.

**E. Selection Method**

Responses to this solicitation will be evaluated by the District and other representatives as deemed necessary by the District. The District reserves the right to contact any or all of the Contractors as deemed necessary to clarify Proposals.

**F. Selection Criteria**

The District will award the contract to the lowest and best Contractor, as determined by the District, using the following criteria:

- < Cost for services
- < Responsiveness of Proposal
- < Contractor's experience in handling hazardous waste
- < Contractor's ability to reuse and recycle (and certify to that effect) materials which are to be collected (preference will be given for management methods which follow the Federal EPA hierarchy of solid waste management -reduce, reuse, recycle, incinerate and landfill)
- < Contractor's ability to bulk paint on site
- < Contractor's qualifications for meeting all state and local requirements for handling, transporting and processing hazardous materials
- < Contractor's environmental and safety regulatory compliance history
- < Contractor's ownership of disposal facilities
- < Contractor's utilization of local resources

**The District is requesting that all Proposals be accompanied with contracts in order for the contracts to be evaluated along with the Proposals.**

The District reserves the right not to consider any Proposal which it determines to be unresponsive and deficient in any of the information requested for evaluation.

The District also reserves the right to reject all Proposals.

**G. Completeness**

To be considered, each Contractor must submit a complete response to this Solicitation, responding to all Technical Requirements in Section II and completing all forms provided in Section III. The Proposal must contain an original signature of an official authorized to bind the Contractor to the proposals' provisions.

**H. Participation Assumption for Proposal Cost**

The District is a single county Solid Waste Management District with a population of approximately 52,000 and 20,000 households. For the sake of estimating the approximate weights have been placed in the Proposal sheet.

**I. Acceptance of Proposal Content**

The contents of this Solicitation and the Proposal will become contractual obligations if a contract ensues. Failure of the selected Contractor to accept these obligations may result in cancellation of the award.

**J. Contractor's Insurance**

The Contractor shall agree to furnish, and keep in full force and effect throughout the term of the agreement with the District for the operations as described by this Solicitation, insurance which will protect it and the District from any claims which may arise out of, or as a result of, the Contractors performance of its obligations hereunder. Such insurance shall include:

- < Worker's compensation insurance under laws of the State of Ohio for all contractor's employees.
- < Commercial general liability coverage including hauling, premises, operation, and broad form property damage coverage, with limits of at least \$500,000 per occurrence and \$1,000,000 aggregate.
- < All such insurance shall be carried with responsible companies reasonably acceptable to the District.

**K. Ownership of Materials Collected**

The Contractor shall assume ownership of all materials deemed acceptable by the Contractor once collected. From that point on, the Contractor shall assume the status of **Generator** of the materials on all transportation and disposal manifests and shall unconditionally assume all associated risks, responsibilities and liabilities.

**L. Indemnification**

Contractor shall defend, indemnify and hold (i) the District, (ii) The Board of Commissioners of Darke County, Ohio, and (iii) any of their members, agents, officers, consultants, and employees (each an "Indemnified Party"), harmless from, any and all losses, causes of action, claims, judgments, liens, penalties, costs, and expenses of any kind (including attorneys' fees and expenses) or nature whatsoever ("claims") including but not limited to, claims for bodily injury, illness or death, property damage, including loss of use, which may at any time be imposed upon, incurred by or asserted against an Indemnified Party in connection with the operation of, or as a result of the performance or non-performance by the Contractor, its agents or employees of, any of the Contractor's obligation under its Agreement with the District, or as a result of any negligence of the Contractor or any of its agents or employees. This indemnification is not limited by the amount of any insurance coverage available to the Contractor. In the event that the Contractor is selected as the Contractor, Contractor agrees that this indemnification shall become an obligation of the Contractor in its contract with the District. Notwithstanding anything to the contrary herein, CONTRACTOR shall not be required to indemnify OWNER to the extent any loss or damage that is caused by OWNER'S negligence or unlawful misconduct.

**M. Proposals to Remain Open**

Any proposal may be withdrawn prior to the scheduled time for opening of proposals. Any proposal received after the time and date specified in the LEGAL NOTICE - INVITATION TO PROPOSAL will not be considered.

The District may hold proposals for up to 45 days after the actual date of opening and may award the contract at any time during that period. CONTRACTOR shall not withdraw, modify or cancel their proposal within 45 days after the proposal opening.

**N. Execution of Agreement**

The Proposal Award is expected to be made within a month of the Proposal opening and the Contractor to whom the proposal is awarded will be issued a NOTICE OF AWARD. The Contractor must complete the Acceptance of Notice section and return it immediately via fax to the District. The Contractor will be required to negotiate and execute an Agreement and provide the CERTIFICATES OF INSURANCE within 10 business days of receipt of the NOTICE OF AWARD. If the successful Contractor fails to execute the AGREEMENT, or fails to provide proof of INSURANCE, the District may consider the Contractor to be in default, in which case the PROPOSAL GUARANTEE shall be forfeited as liquidated damages.

**O. Incurring Cost**

The District is not liable for any cost incurred by prospective Contractor prior to the signing of a contract.

**P. Method of Payment**

Within 30 days of each collection, the Contractor shall prepare an invoice based on approved records and submit it to the Darke County Waste Management District, 603 Wagner Ave; Suite C, Greenville, OH 45331 for payment. The OWNER shall pay CONTRACTOR'S invoice within thirty (30) days of receipt.

**Q. Miscellaneous Provisions**

- The Contractor is required to execute and submit a NON-COLLUSIVE PROPOSAL AFFIDAVIT and a Contractor's PERSONAL PROPERTY TAX STATEMENT.
- Contractor must comply with Equal Opportunity Policies.
- Proposals shall include all applicable taxes and fees.
- All applicable Federal, State and Local laws, ordinances, rules and regulations shall apply to this contract.

## **R. Contract Documents**

Requirements for providing service for the Paint Recycling Program are contained in the CONTRACT DOCUMENTS. The CONTRACT DOCUMENTS include the following:

- LEGAL NOTICE - INVITATION TO PROPOSAL GENERAL INFORMATION FOR CONTRACTOR (Section I)
- TECHNICAL REQUIREMENTS (Section II)

Also to be included as part of the CONTRACT DOCUMENTS are any ADDENDUM that may be issued by the District. The Contractor is required to carefully review and become thoroughly acquainted with all CONTRACT DOCUMENTS. The Contractor, in submitting a proposal, warrants that s\he has investigated and is acquainted with the requirements of the CONTRACT DOCUMENTS and the conditions to be encountered in conforming to the final contract.

## **SECTION II - TECHNICAL REQUIREMENTS**

**Materials generally expected to be accepted -- No 55 gallon drums  
(may be modified by recommendation)**

Paint and Paint Solvents (15 can limit, not matter the size)

Household Cleaners

Automotive Fluids

Lawn care Products - fertilizers, herbicides, pesticides, fungicides

Fuels

Adhesives

Aerosols

Mercury

Photographic Chemicals

Pharmaceuticals (Sheriff Deputy will be on-site & permission from DEA will be sought prior to event.)

Asbestos

Antifreeze

\*Ni Cad Batteries- (MANAGED SEPARATELY)

\*Alkaline Batteries (MANAGED SEPARATELY)

20 pound tanks of propane cylinders/ fire extinguishers

Used Motor Oil, kerosene and fuel oil

\*Lead Acid Batteries (MANAGED SEPARATELY)

\*Note: Most of these materials will not need to be handled by the Contractor. The District will be working with other companies to provide this service. However, in the event that a product cannot be properly and safely handled by these vendors, it will become the responsibility of the Contractor to handle these materials as well.

The District has specified to the public that the following materials will not be accepted during this collection day:

Explosives (if delivered will have the fire dept. or bomb squad on call)

Radioactive Materials

Business, Industry, School or Farm Wastes

Ammunition

Smoke Detectors/Radioactive Materials

Medical Waste

Infectious Waste

**B. Services Provided by the District**

The District will provide the following services for this event:

Advertising and public relations;

Site location for the event- Darke County Fairgrounds, 800 Sweitzer;  
Greenville, OH 45331

Volunteers to manage traffic;

All traffic cones and other necessary equipment for lane division;

Emergency Response Team and other policing agencies (i.e. fire department, Sheriff's Department, Haz Mat Team and HAM Radio Operators) will be on-call;

Food and refreshments for all volunteers as well as Contractor's Personnel;

Containers and disposal for General Solid Waste (HHW Debris)

**C. Responsibilities of the Contractor**

1. The Contractor shall provide all equipment and supplies necessary for the safe collection, handling, packaging, and transportation of household hazardous waste. Prices Proposal must include delivery of collection equipment to and from the selected site. Examples of equipment and supplies shall include but not be limited to the following:

a. Vehicles capable of and properly licensed to haul collected waste;

b. A sufficient number of containers to package collected waste. The containers must comply with all Ohio Department of Transportation, OSHA, USEPA, and OEPA requirements.

c. Sufficient absorbent materials to properly package the collected waste. Sufficient Lab Pack Inventory Forms, hazardous waste labels, placards, and manifests for packaging and transporting drums of collected wastes must be provided;

d. Provide all necessary tools and equipment to package, seal, load and move drums of waste to specified destinations; and

e. Safety equipment such as gloves, masks, or protective clothing as required by OSHA.

2. The successful Contractor shall comply with all applicable Federal, State, and Local rules and regulations to provide for the safe treatment and disposal of the collected household hazardous waste.

3. The successful Contractor shall assume generator status for the purpose of obtaining local and state permits, and shipping exempt household hazardous wastes.

4. Verbal orders are not binding on the District and deliveries made or work performed without formal order or written contract are at the risk of the Contractor and may result in an unenforceable claim.

5. The Contractor shall maintain a record of the materials collected and document the manner in which they were handled (e.g., exchanged, reused, recycled, processed or landfilled). The Contractor will also indicate the disposal facility(ies) used by material and quantity. A report to be completed on an Ohio EPA Results of Household Hazardous Waste Collection Program Form (form is included in Section III) and must be submitted to the District along with the invoice.

6. The District reserves the right to work with the County Cooperative Extension Service and other interested groups and the Contractor to establish a reuse program for the non-banned pesticides and herbicides brought to the collection site.

7. Accepted Household Hazardous Materials shall be disposed of at a best available technology facility. The District's preferred disposal method would be reusing and/or recycling wastes, followed by best available technology. **Landfill disposal is unacceptable unless specifically identified in the proposal.**

8. The Contractor shall identify a project manager who will be available before, during, and after the event to respond to District and community questions.

9. No additional charges will be allowed for setup, packing, crating, freight, handling, fuel or cartage unless specifically stated and included in the proposal price sheet(s).

10. The Contractor will provide the District with a list of household hazardous wastes that will and will not be accepted during the collection. The list will be used

for public relations information and education purposes.

**11.** The Contractor shall have the collection site prepared and be ready for receipt at least one hour before the start of the collection and shall remain until the waste collected is inventoried, packaged, labeled, and loaded for transport, and all required paperwork has been completed, **including a summary of the waste collected.**

**12.** The Contractor shall remove all hazardous waste from the collection site within twenty-four (24) hours after the conclusion of the collection.

**13.** It will be the responsibility of the Contractor to visit the site prior to submitting their Proposal.

**14.** The successful Contractor shall by September 18<sup>th</sup>, have prepared an Operations Plan which shall include:

a. Number of employees that the Contractor will use to expeditiously unload the vehicles at the collection site.

b. The Operations Plan, supplied by the Contractor, shall include a general description of how operations will be handled for a collection event, including a site drawing delineating areas for receiving, testing, and packaging of materials received; placement of safety equipment; and traffic control design.

c. Site preparation and clean-up will be the responsibility of the Contractor.

d. The plan should include a list of all the equipment and supplies to be used at the collection site for the collection, handling, packaging and transportation of household hazardous waste, including safety equipment and address how the Contractor will set-up and strike the equipment for the collection event. The Contractor shall explain how they will be segregating the hazardous wastes in accordance with the Department of Transportation requirements, preparing container content sheets; manifests, notifications, certifications, and other shipping documents; transportation; and final disposal of all collected hazardous wastes.

e. The plan shall address the procedures to consolidate or bulk items on site and provide a description of packaging methods and materials to be used for the handling of the collected wastes.

f. The Operations Plan shall include procedures for the handling and testing of unknown or unlabeled materials and restricted items which may be received at the collection site as well as any special procedures which will be employed in the event of rain. The operations plan shall also include an Emergency Plan to be used in the

event of a spill or other emergency. This should include the identification of local response teams and facilities, such as hospitals, and a Site Safety Plan as well as provide training to all site personnel, including site safety procedures such as evacuation signals and routes.

- g. In the event that the waiting time for vehicles is more than one half hour, or traffic is backed up onto a major thoroughfare, the Contractor will provide an alternate lane to service cars with small quantities of material. (The exact amount and type of material to be subsequently determined).

**D. Personnel Information:**

1. A list of personnel which will be utilized at this event shall be supplied by the Contractor by function (including subcontractors). The list shall demonstrate to the District that the personnel have been properly trained and qualified to review, segregate, package, manifest, and transport incoming wastes. The Contractor shall document that the Project Manager and Chemists at the site have completed and are currently certified under the required OSHA training for Hazardous Waste Operations and Emergency Response (1910.120) and have additional training in spill response, containment, evacuation techniques, as well as hazardous materials handling; other workers have completed and are currently certified by OSHA for Hazardous Waste Operations and Emergency Response (1910.120).

2. The Contractor shall at the request of the District provide experienced Staff to attend collection-related planning meetings, review proposed collection site procedures, develop estimates and otherwise assist the District in all planning aspects of the collection program.

**E. Experience Statement:**

The Contractor shall describe the locations, references, and a brief description of projects, including invoiced costs, for which prior comparable Services have been rendered.

**F. Identification:**

The Contractor shall provide the name of the principal officer, contract person, EPA identification number(s), and Transporter License Number. If subcontractors are included in the services to be provided, similar identification information should be provided.

**PROPOSAL COVER SHEET**

**Household Hazardous Waste Collection**

Contracting Authority:

**DARKE COUNTY WASTE MANAGEMENT DISTRICT  
BOARD OF DIRECTORS:  
Commissioner Matthew Aultman  
Commissioner Michael Rhoades  
Commissioner Michael Stegall**

<b>Proposal Submittal</b>	<b>May 28, 2019</b>	<b>4 PM</b>
<b>Proposal Opening</b>	<b>May 29, 2019</b>	<b>1:30 P.M.</b>

Submitted by \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

TOTAL AMOUNT OF THE PROPOSAL BASED ON THE ESTIMATED PARTICIPATION: \$ \_\_\_\_\_

PROPOSAL GUARANTEE SUBMITTED: \$ \_\_\_\_\_

How/where will this be treated?	HHW COLLECTION PROPOSAL PROPOSAL PRICES*			
	Item	Estimate of amount	Cost Per Pound or Min Chg	Estimate Total \$
	Latex Paint	15,000		
	Oil Based Paint (w/latex)			
	Non processable oil paint solids (w/latex)			
	Non processable latex paint solids (w/latex)			
	Solvents/varnishes (w/latex)			
	Pesticides	2400		
	Aerosols	746		
	Corrosives	668		
	Household Cleaners	10		
	Asbestos			
	Oxidizers	10		
	Flammable Solids	1122		
	Mercury	10		
	Propane Cylinders (all but 20 lb size)	25		
	Anti Freeze	1284		
	Used motor oil, kerosene and fuel oil	906		
	Straight Fluorescent Tubes	15		
	Labor			
	Set Up Fee			
	Materials			

How/where will this be treated?	HHW COLLECTION PROPOSAL PROPOSAL PRICES*			
	Fuel Surcharge			
	Total Estimated Cost			

**SUBSTITUTION PROPOSAL PROPOSAL PRICE FORM**

SPECIFIED	SUBSTITUTE	ADD	DEDUCT	NO CHANGE

**TOTALS** \_\_\_\_\_

**It is understood and agreed that the Proposal submitted is based on furnishing the equipment and materials as specified and entitles the District to require that such named materials and methods be incorporated in the work, except as substitutions if they are accepted, based on the quotations entered above, and subsequently made a part of the written contract.**

**Signed:**

\_\_\_\_\_  
Contractor's Authorized Representative's Signature