



**Solicitation to Receive Bids for Provision of
A Paper Shred Day**

Contracting Authority:

**Waste Management District Board of Directors
Darke County Commissioners
Diane Delaplane
Terry L. Haworth
Michael W. Rhoades**

**Submittal deadline: May 3, 2010 at 1:00 pm
Bid opening: May 3, 2010 at 1:30 pm**

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

**Phone: (937)547-0827
Fax: (937)547-1496**

Email: kfourman@co.darke.oh.us

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LEGAL NOTICE- INVITATION TO BID

Sealed bids will be received by the Board of County Commissioners of Darke County, Ohio for the purpose of providing certain services for the Paper Shred Day on June 5, 2010 as sponsored by the Darke County Waste Management District and Mercer Savings Bank.

Bids 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: 1:00 P.M., WEDNESDAY, May 3rd, 2010.

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

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

Bids will be opened by the Clerk at 1:30 P.M., May 3rd, in Public Session

Administration Building
520 S Broadway
Greenville, OH 45331

PLEASE NOTE:

- Bids are to be clearly marked on the outside of the envelope in the lower left hand corner as follows: **Bid for Paper Shred Collection and must include the name and address of the bidder.**
- **All bids in excess of \$10,000 must be accompanied by a Proposal Guarantee** (bond, certified check, cashier's check, or money order) in the amount of 5% of the bid made payable to the Darke County Solid Waste Management District. If bidder fails to enter into a proper contract or defaults in any portion of this bid, the Proposal Guarantee shall be forfeited as liquidated damages. Proposal Guarantees of the unsuccessful bidders will be returned immediately after bid award is made.
- Attention is called to the following: Compliance with the County's Equal Opportunity Policy; Signing of the Non- Collusion Affidavit and a Personal Property Tax Statement which are to be included and returned with the bid and Proposal Guarantee.
- 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 bids and to waive any defect in a bid which does not materially alter the contract documents.
- You may view this notice on the Darke County Solid Waste District website by going to 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 BIDDERS

A. Objective

The objective of this solicitation is to receive bids for the set-up, handling, processing, hauling and final processing of materials collected from the Darke County Solid Waste Management District Shred Day scheduled for June 5, 2010 to be held between the hours of 9 AM and 12 Noon.

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

B. Issuing Office

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

Bids 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
603 Wagner Ave; Suite C
Greenville, OH 45331
Tel: (937)547-0827 Fax: (937)547-1496
Email: 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 bids in excess of \$10,000 must be accompanied by a Proposal Guarantee (bond, certified check, cashier's check or money order) in the amount of 5% of the bid made payable to the Darke County Solid Waste Management District. If bidder fails to enter into a proper contract or defaults in any portion of this bid, the Proposal Guarantee shall be forfeited as liquidated damages. Proposal Guarantees of the unsuccessful bidders will be returned immediately after bid 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 Bidders as deemed necessary to clarify Bids.

F. Selection Criteria

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

- ▶ Cost for services
- ▶ Responsiveness of Bid
- ▶ Bidder's experience in handling confidential shred material
- ▶ Bidder'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)
- ▶ Bidder's qualifications for meeting all state and local requirements for handling, transporting and processing shredded material
- ▶ Bidder's environmental and safety regulatory compliance history
- ▶ Bidder's ownership of disposal facilities
- ▶ Bidder's utilization of local resources

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

The District reserves the right not to consider any Bid 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 bids.

G. Completeness

To be considered, each Bidder 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 Bid must contain an original signature of an official authorized to bind the Bidder to the proposals' provisions.

H. Participation Assumption for Bid Cost

The District is a single county Solid Waste Management District with a population of approximately 52,000 and 18,000 households. For the sake of estimating, the cost for the proposal we will assume that approximately 10,000 lbs. collected in the three-hour collection.

I. Acceptance of Bid Content

The contents of this Solicitation and the Bid 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 Bidder 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 BID 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. BIDDERS shall not withdraw, modify or cancel their proposal within 45 days after the proposal opening.

N. Execution of Agreement

The Bid Award is expected to be made on Monday, May 10th and the Bidder to whom the proposal is awarded will be issued a NOTICE OF AWARD. The Bidder must complete the Acceptance of Notice section and return it immediately via fax to the District. The Bidder 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 Bidder fails to execute the AGREEMENT, or fails to provide proof of INSURANCE, the District may consider the Bidder 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 Bidders 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 Bidder is required to execute and submit a NON-COLLUSIVE PROPOSAL AFFIDAVIT and a Bidder's PERSONAL PROPERTY TAX STATEMENT.
- Bidders must comply with Equal Opportunity Policies.
- Bids 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 Electronic Recycling Program are contained in the CONTRACT DOCUMENTS. The CONTRACT DOCUMENTS include the following:

- LEGAL NOTICE - INVITATION TO BID GENERAL INFORMATION FOR BIDDERS (Section I)
- TECHNICAL REQUIREMENTS (Section II)
- PROPOSAL GUARANTEE (provided by bidder)
- CERTIFICATES OF INSURANCE (provided by bidder)
- NOTICE OF AWARD (Section III)
- CONTRACT AGREEMENT (negotiated and executed upon award)
- NON-COLLUSIVE BID AFFIDAVIT (Section III)
- BIDDER'S PERSONAL PROPERTY TAX STATEMENT(Section III)
- NON-DISCRIMINATION PROVISION(Section III)
- AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 ORC(Section III)
- INSURANCE AND INDEMNIFICATION REQUIREMENT(Section III)
- DECLARATION REGARDING TERRORIST ASSISTANCE (Section III)

Also to be included as part of the CONTRACT DOCUMENTS are any ADDENDUM that may be issued by the District. The Bidder is required to carefully review and become thoroughly acquainted with all CONTRACT DOCUMENTS. The Bidder, 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 but not limited to:
(may be modified by recommendation)**

Bank statements

Tax records

Paper Items w/ personal information

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

Books

Paper in 3-ring binders

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 St.; Greenville, OH 45331 (Swine Barn)

Volunteers to manage traffic and unload citizen vehicles;

All traffic cones and other necessary equipment for lane division;

Emergency Response Team and other policing agencies (i.e. fire department, Sheriff's Department, Emergency Management, 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 (Cardboard & Trash)

C. Responsibilities of the Contractor

1. The Contractor shall provide all equipment and supplies necessary for the safe collection, handling, packaging, and transportation of shredded material. Materials must be shredded on-site. Prices quoted 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. Provide all necessary tools and equipment to package, seal, load and move pallets to specified destinations; and
 - d. Any 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 shredded material.
 3. 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.
 4. 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 listing the material collected, the amount of material and how the material was handled must be submitted to the district along with the invoice.
 6. The District reserves the right to work with the interested groups and the Contractor to establish a reuse program for items brought to the collection site.
 7. Accepted shredded paper 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 items 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 half hour before the start of the collection and shall remain until the waste collected is inventoried, packaged, and labeled, and loaded for transport.
 12. The Contractor shall remove all shredded paper from the collection site within twenty-four (24) hours after the conclusion of the collection.
 13. It will be the responsibility of the Bidder to visit the site prior to submitting their bid.
 14. The successful Contractor shall by May 30th, have prepared an Operations Plan which shall

include:

- a. Number of employees that the Contractor will use to expeditiously load and shred the materials at the collection site. The district will provide community service to help unload citizen vehicles.
- 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 shredded paper, 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 paper, transportation of shredded material; and final disposal of all shredded paper.

D. Personnel Information:

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, and Transporter.

SECTION III (Forms)

Includes :

- NOTICE OF AWARD
- NON-COLLUSIVE BID AFFIDAVIT
- NON-DISCRIMINATION PROVISION

BID PROPOSAL COVER SHEET
Paper Shredding Collection

Contracting Authority:

DARKE COUNTY WASTE MANAGEMENT DISTRICT
BOARD OF DIRECTORS:
Commissioner Diane Delaplane
Commissioner Terry Haworth
Commissioner Michael Rhoades

Proposal Submittal	May 3rd, 2010	1:00 P.M.
Proposal Opening	May 3rd, 2010	1:30 P.M.

Submitted by _____

Street _____

City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____

TOTAL AMOUNT OF THE PROPOSAL BASED ON THE ESTIMATED 10,000 lbs. PARTICIPATION:
\$ _____

PROPOSAL GUARANTEE SUBMITTED: \$ _____

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:

Bidder's Authorized Representative's Signature

NOTICE OF AWARD

Date: _____

Project: **Paper Shred Collection**
Darke County Solid Waste Management District
Darke County, Ohio

You are hereby notified that your proposal, in the amount of \$ _____, as submitted by you on _____ in response to the LEGAL NOTICE - INVITATION TO SUBMIT PROPOSAL to provide a Paper Shred Collection, has been accepted.

In accordance with the CONTRACT DOCUMENTS you are required to execute the AGREEMENT and provide CERTIFICATES OF INSURANCE within 10 calendar days from the date of this notice.

Should you fail to execute the AGREEMENT, or fail to provide proof of insurance, the District may consider your proposal to be in default, in which case your PROPOSAL GUARANTEE shall be forfeited as liquidated damages.

You are required to acknowledge this NOTICE OF AWARD by immediately signing and returning a copy to the District .

DARKE COUNTY WASTE MGT. DISTRICT

Signed : _____

Name : Krista K. Fourman

Title : Director

ACCEPTANCE OF NOTICE OF AWARD

Receipt of NOTICE OF AWARD is acknowledged by

Name of Company

Signed : _____

Name : _____

Title : _____ Date: _____

Non-Discrimination Provision
O.R.C. 125.111

The CONTRACTOR agrees:

- (1) that in the hiring of employees for the performance of work under this CONTRACT or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this CONTRACT relates.
- (2) That no CONTRACTOR, subcontractor, or any person acting on behalf of any CONTRACTOR or subcontractor shall, in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this CONTRACT on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

This AGREEMENT is executed, in triplicate, by affixing the signatures of the CONTRACTOR and the COUNTY COMMISSIONERS.

Contractor (Printed Name)

Michael W. Rhoades, Commissioner

Contractor Address

Terry L. Haworth, Commissioner

Diane Delaplane, Commissioner

Contractor Representative & Title

Date

NON-COLLUSION BID AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first duly sworn, deposes

(NAME)

and says that he/she is _____ for

(POSITION)

_____ the party making the fore-

(COMPANY NAME)

going proposal or bid, that such proposal or bid is genuine and not collusive or sham; 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 to 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 of 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 the Darke County Commissioners or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this _____ day

of _____,

NOTARY PUBLIC

My commission expires _____,