



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

22-0573

April 19, 2022

AWARD THE BID TO CARGILL, INC. FOR THE PURCHASE OF 27,300 TONS OF BULK ICE CONTROL SALT

WHEREAS, the reverse online bidding was closed at 10:17 a.m., April 06, 2022, and the bid results received for the purchase of 27,300 Tons of Bulk Ice Control Salt, are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Neil Tunison, Warren County Engineer, Cargill, Inc. has been determined to be a fully responsive and responsible bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Neil Tunison, that it is the intent of this Board to award the contract to Cargill, Inc., 24950 Country Club Blvd., Ste. 450, North Olmsted, Ohio, for a total bid price of \$2,431,065.00 (dumped) and \$2,730,000.00 (piled). The Warren County Engineer's portion of the total bid price is \$534,300.00. The remaining portion of the total bid will be the responsibility of the various cities, villages and townships listed in Exhibit A of the bid packet.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 19th day of April 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

LL\

cc: Engineer (file)
OMB Bid file



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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

BID OPENING

April 6, 2022

BID OPENING – 27,300 TONS OF BULK ICE CONTROL ROCK SALT

Bids were closed at 10:17 a.m. this 6th day of April and the following bids were received via eBridge for 27,300 Tons of Bulk Ice Control Rock Salt for the Warren County Engineer's Office:

	PILER PER TON	PILER TOTAL	DUMP PER TON	DUMP TOTAL
Cargill Inc. Deicing Technology Business Unit North Olmsted, Ohio	\$100.00	\$2,730,000.00	\$89.05	\$2,431,065.00
American Rock Salt Co. LLC Mt. Morris, New York	N/A	N/A	\$89.10	\$2,432,430.00
Compass Minerals America Overland Park, Kansas	\$119.79	\$3,270,267.00	\$93.31	\$2,547,363.00
Morton Salt Chicago, Illinois	\$121.78	\$3,324,594.00	\$96.78	\$2,642,094.00

Neil Tunison, Warren County Engineer, will review bids for a recommendation at a later date.

cc: Bid File

OMB

Engineer (file)

INSTRUCTIONS AND SPECIFICATIONS
FOR
27,300 TONS OF BULK ICE CONTROL SALT
FOR UTILIZATION BY THE
WARREN COUNTY ENGINEER AND
VILLAGES, CITIES AND TOWNSHIPS
WITHIN WARREN COUNTY

**WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250**

PROPOSAL (BID) SHEET

BID SHEET

The undersigned hereby agrees to furnish at the lowest net price, 27,300 Tons of Bulk Ice Control Rock Salt at the price F.O.B.to the destination listed in Exhibit A for Items #1, #2, and #3 attached and made part of this bid. All material shall conform to the current Ohio Department of Transportation Construction and Material Specifications Manual for Item 712.03.

Item				Unit Price	
<u>No.</u>	<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Bid per Ton</u>	<u>Total</u>
1	712.03	Sodium Chloride			
		for County use	7,850	Piler ONLINE ONLY	ONLINE ONLY
				Dump ONLINE ONLY	ONLINE ONLY
2	712.03	Sodium Chloride			
		for City, Village use	13,700	Piler ONLINE ONLY	ONLINE ONLY
				Dump ONLINE ONLY	ONLINE ONLY
3	712.03	Sodium Chloride			
		for Township use	5,750	Piler ONLINE ONLY	ONLINE ONLY
				Dump ONLINE ONLY	ONLINE ONLY

NOTE: THE SALT IS TO BE BILLED AND SHIPPED DIRECTLY TO THE COUNTY, CITY, VILLAGE OR TOWNSHIP AS INDICATED ON THE ATTACHED SCHEDULE FOR BILLING AND DELIVERY. EACH ENTITY WILL CONTACT THE SUCCESSFUL BIDDER DIRECTLY TO MAKE ARRANGEMENTS FOR DELIVERY, PAYMENT, ETC. LIST ONE PRICE FOR PILER AND ONE UNIT PRICE FOR DUMP ON ITEMS 1, 2, AND 3.

SIGNED

Company Name

President

By

Secretary

Title

Address

Date

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. **If there are no exceptions, please indicate "none" below.**

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

BIDDER IDENTIFICATION

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL I.D. #: _____

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SECTION A
INVITATION TO BIDDERS

INVITATION TO BIDDERS

Bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036 using an online bidding process for the purchase of 27,300 Tons of Bulk Ice Control Salt. Bid Packages, excluding pricing, must be submitted for prequalification to the Office of Management and Budget by 2:00PM ET, Friday, March 25, 2022. The online bidding process will begin at 10:00AM ET on Wednesday, April 6, 2022.

Specifications and procedures are available at the Commissioners' Office , 406 Justice Drive, Lebanon, Ohio 45036, 513-695-1250 or by registering as a supplier with eBridge at <http://www.eBridgeprocurement.com> and then requesting a bid package at:

<http://applications.ebridgeprocurement.com/BidPackage/?ev=WarrenCounty/RoadSalt>.

Questions regarding the technical specifications should be directed to Bobbi Apking, Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio, at 513-695-3305. Each bid shall contain the full name of each person or company submitting the bid. The awarded supplier will be required to submit a bid bond in the amount of 10% of the contract amount within 24 hours of the award notification in the form of a certified check.

This notice is posted on the Warren County website. The Warren County website can be accessed by using the following address:

<https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>

To access bid project information, under the "County Departments" heading click on the "Commissioners" tab, then click on the "County Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners' Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne - Clerk

* * * *

SECTION B

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

This is an Electronic Bid Event. The Warren County Board of Commissioners at the Office of the Warren County Commissioners will be accepting bids for this project online. Bid packets including all appropriate forms, insurance and bonding is required to be submitted by 2:00PM ET, Friday, March 25, 2022. The online bidding process will begin with an initial bid online on or before 3:00PM ET, Tuesday, April 5, 2022. Subsequent bids may be placed once the competitive bidding event has begun on Wednesday, April 6, 2022, at 10:00AM ET.

eBridge is a service provider contracted by the buyer to facilitate the bidding process with online tools and a team of knowledgeable professionals. You may find additional information about eBridge by visiting our website at <http://www.ebridgeprocurement.com>. Suppliers may also contact the Project Manager at (877) 245-8880.

Upon receipt of Bid Package and pre-qualifications of a registered supplier, they will receive a formal invitation to bid in the specified event via email and may receive other invitations to bid in future events as those opportunities arise.

Suppliers who accept their formal invitation to bid will be contacted for training. This training usually requires approximately 25-30 minutes via phone with the person or persons who will be placing bids online.

All relevant documentation can be found by following the link below:

- <http://applications.ebridgeprocurement.com/BidPackage/?ev=WarrenCounty/RoadSalt>.

Milestones:

Milestone Date	Milestone	What It Is and What You Need To Do
Monday, March 14, 2022	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Friday, March 25, 2022 by 2:00PM ET	Solicitation Response	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Wednesday, March 30, 2022	Formal Invitation Issued	Formal approval from the buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Thursday-Monday, March 31-April 4, 2022	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Tuesday, April 5, 2022 by 3:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Wednesday, April 6, 2022 at 10:00AM ET	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Sealed bid packages (**Excluding Pricing**) will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, by 2:00PM ET, Friday, March 25, 2022; electronic bidding to begin at 10:00AM ET on Wednesday, April 6, 2022, for the purchase of 27,300 tons of bulk ice control rock salt. **DO NOT SUBMIT PRICING AT THIS TIME.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **Withdraw of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof. No bid may be withdrawn after it has been accepted by the Warren County Board of Commissioners.
3. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. **DO NOT SUBMIT PRICING AT THIS TIME.** The foregoing certifications must be fully completed in ink or typewritten and executed when submitted.
4. **Method of Bidding:** The Owner invites the following bid(s):

**THE PURCHASE OF 27,300 TONS OF BULK ICE CONTROL SALT
THAT SHALL BE AVAILABLE BY AUGUST 15, 2022**

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the materials described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

5. **APPLICABLE LAWS:** The Ohio Revised Code and resolutions and procedures of Warren County, insofar as they apply to the laws of competitive bidding contracts and purchases, are made a part

hereof. All laws of the United States of America, the State of Ohio, and the County of Warren applicable to the products or services covered herein, are made a part hereof.

6. **PRICING:** Prices should be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, unit prices quoted shall govern.
7. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Prices quoted will be considered as being based on delivery.
8. **SPECIFICATIONS/DESCRIPTIONS:** References to a particular trade name, manufacturers catalog, or model number, are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
9. **TAXES:** The County is generally exempt from Federal Excise Tax and State Sales Tax.
10. **BID INFORMALITIES, REJECTION AND AWARD:** The County reserves the right to reject any or all bids and to waive any irregularities in a bid, or to accept the bid which in the judgment of proper officials is to be the lowest and best bid. The County reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.
11. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the bid document. The final payment will be made by the County, Villages, Cities, and Townships when the materials, supplies, services, or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the County, Villages, Cities, and Townships.
12. **BIDDERS SIGNATURE:** Each proposal price (bid) sheet must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner "John James Smith, D.B.A., Smith-James Company, by John James, a partner."
13. **SUBMISSION AND RECEIPT OF BIDS:**
 - A. Bidders are requested to use the bid sheet proposal form furnished by the County.
 - B. Exceptions to any bid specification must be clearly detailed on the exception sheet. The exception sheets must be completed and submitted attached to the bid sheet. If "none" is shown on the exception sheet, all items bid must be equal or superior to the original specifications.
 - C. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

- D. Bids shall be submitted in a sealed envelope clearly marked "**Purchase of 27,300 Tons of Bulk Ice Control**" and shall display the bidder's name and address in the upper left-hand corner of the envelope.
14. **LOCAL SERVICE:** Local service is to be provided by the successful bidder, if applicable. Service during the warranty period shall be at no cost to Warren County; to include all incidental costs such as travel, mileage, hauling, etc.
 15. **REAL AND/OR PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete the Real and/or Personal property tax affidavit (Section C) and submit with bid. ***This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.***
 16. **EEO Requirements:** Please see Section E for requirements and Non-Discrimination and Equal Employment Opportunity Affidavit.
 17. **BID GUARANTY:** The awarded supplier must provide either a certified check, cashier's check, or letter of credit in the amount of ten (10) percent bid bond within 24 hours of bid notification. Form of a bid guaranty bond is attached (Attachment A on pages 16 and 17). If you are submitting a combination Bid Guarantee/Contract Bond, you must also submit the Additional Obligees Rider referred to in Article 23 below.
 18. **DEADLINE FOR SUBMITTING SEALED BIDS:** Sealed bids must be received by the Clerk of the Warren County Board of Commissioners by 2:00PM ET, Friday, March 25, 2022. Bids shall be opened after that time. Warren County shall not accept responsibility for any delay in delivery of a bid. **DO NOT INCLUDE PRICING IN YOUR RESPONSE.**
 19. **LENGTH OF BINDING QUOTATIONS:** All prices quoted in the bid proposal are binding for sixty (60) days from the date of opening.
 20. **WITHDRAW OF BID:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof. No bid may be withdrawn after it has been accepted by the Warren County Board of Commissioners.
 21. **DELAY IN DELIVERY:** Any delay in delivery beyond the date stated on the bid proposal may result in liquidated damages of up to 5% at the County's discretion.
 22. **ADVERTISEMENT:** An advertisement inviting bids for materials/services provided herein will appear in Journal News Pulse of Lebanon and Mason newspaper for one week beginning on

Sunday, March 13, 2022. Notice will also be posted on the County web page for the two consecutive weeks prior to the opening of the online bids at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>

23. **PERFORMANCE BOND:** Upon acceptance of a bid, Warren County requires, as a condition to entering into a contract with the successful Bidder, faithful performance of all things to be done under the Contract and may require a performance bond as provided for under Ohio Revised Code, Section 307.89, with good and sufficient surety in an amount not to exceed the amount of the contract, as well as an Additional Obligees Rider. (Form of Performance bond may be found under Ohio Revised Code, Section 153.57. A sample Additional Obligees Rider is attached in Section H). Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid, a Performance Bond is not required; however, the Additional Obligees Rider is required.
24. Failure to complete and submit all required documents and attachments supplied with and/or requested in these instructions can result in a bid being considered non-responsive.
25. ***The entire bid packet should be returned with your bid.***
26. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

BID GUARANTY AND CONTRACT BOND

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

(Insert full name or legal title of Contractor and Address)

as Principal and _____

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

THE PURCHASE OF UP TO 27,300 TONS OF BULK ICE CONTROL SALT AT THE BID PRICE PROPOSAL.

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 this item 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 alternates 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 ten 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 work 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 ten 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 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 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 wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____ 20_____.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION C

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

SECTION D
VERIFICATION STATEMENT

VERIFICATION STATEMENT

I _____, a duly authorized representative
(Name)

of the _____ (Company), do hereby
(Name of Company)

state that the bid as submitted by said Company is a true and accurate bid quotation. I do FURTHER STATE THAT AS the duly authorized representative of said company, serving as the _____, I am authorized to submit this bid on behalf
(Title)

of the above Company.

I FURTHER STATE THAT AS the duly authorized representative of the above Company, I on behalf of said Company, accept and agree to abide by all of the conditions as set forth in the Bid Instructions and Specifications.

I, or We, will furnish all products, labor and materials, as specified, to the Warren County Board of Commissioners on items bid and prices will be guaranteed for the dates and/or times indicated on the PROPOSAL (BID) SHEET, as required by the Bid Instructions and Specifications. I hereby verify our Company is capable in every manner (with personnel, necessary merchandise, and financial resources) to furnish the equipment for which we have submitted a bid.

Authorized Representative

Title

Company Address

(_____) _____
Phone

SECTION E

**EQUAL EMPLOYMENT OPPORTUNITY
REQUIREMENTS, BID CONDITIONS AND
NON-DISCRIMINATION AND EQUAL
EMPLOYMENT OPPORTUNITY AFFIDAVIT**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
WARREN COUNTY CONSTRUCTION PROJECTS
AND MATERIAL PURCHASES**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to those projects that are funded with Federal and State monies)

All bidders on the project shall submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response?

_____ Yes _____ No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions

of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____No

PLEASE NOTE: The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.

SECTION F
FINDINGS FOR RECOVERY AFFIDAVIT

FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____

COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,

2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,

3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission expires: _____

SECTION G

**TECHNICAL SPECIFICATIONS
AND
SPECIAL PROVISIONS**

CONTRACT NO. 2022-1M

SPECIFICATIONS

1. QUANTITY - Is approximate and is on a "more or less" basis. Supplier shall meet all needs through May 31, 2023. Actual orders may be more or less than estimated. Estimates indicated will be used solely for the purposes of making a tabulation of bids. The Contractor shall bid on the contract as a whole. Partial bids will not be separated or accepted.
2. PRICE - To be guaranteed through May 31, 2023.
3. DELIVERY - Shall be made by the supplier within seventy-two (72) hours of notification.
4. BLOWER - Price quotes required for straight dump and for blower/piler (price per ton of materials).
5. ANTI-CAKING AGENT - To be contained in salt.
6. LOAD LIMITS - Vehicles hauling goods and/or materials for the Butler County Engineer's Office shall conform to the Ohio State Laws governing load weight limits of roads and bridges. The County Engineer will not be responsible for any goods and/or materials delivered by a vehicle not in compliance with such laws. Weight slips from vehicles indicating noncompliance may be turned over to the proper law enforcement agency for appropriate action. Vehicles shall be tarped and/or enclosed to prevent spillage of material.
7. TESTING - Material supplied shall be in conformance with the State of Ohio Department of Transportation "Construction and Material Specifications" Manual dated January 1, 2019. A notarized Certificate of Conformance from the Ohio Department of Transportation or a certified independent testing laboratory stating that the material as bid is in conformance with 712.03 shall be submitted along with the bid.

EXHIBIT A
WARREN COUNTY ENGINEER'S OFFICE SALT BID
SCHEDULE OF BILLING AND DELIVERY

Tons	County	Billing Address	Delivery Address
7,850	Warren County Engineer's Office	210 West Main St. Lebanon, OH 4036	105 Markey Road Lebanon, OH 45036
Tons	City	Billing Address	Delivery Address
600	Carlisle	760 Central Ave. Carlisle, OH 45005	474 Fairview Dr. Carlisle, OH 45005
2,000	Franklin	202 Baxter Dr. Franklin, OH 45005	202 Baxter Dr. Franklin, OH 45005
2,900	Lebanon	50 S. Broadway Lebanon, OH 45036	580 W. Main St. Lebanon, OH 45036
5,500	Mason	6000 Mason Montgomery Rd Mason, OH 45040	3487 Mason Morrow Millgrove Rd. Mason, OH 45040
400	South Lebanon	10 N. High St. South Lebanon, OH 45065	342 Railroad St. South Lebanon, OH 45065
2,000	Springboro	320 West Central Ave. Springboro, OH 45065	220 East Mill St. Springboro, OH 45065
Tons	Village	Billing Address	Delivery Address
100	Morrow	150 East Pike St. Morrow, OH 45152	153 East Pike St. Morrow, OH 45152
200	Waynesville	1400 Lytle Rd. Waynesville, OH 45068	434 S. Main St. Waynesville, OH 45068

**WARREN COUNTY ENGINEER'S OFFICE SALT BID
SCHEDULE OF BILLING AND DELIVERY**

Page 2

Tons	Township	Billing Address	Delivery Address
2,200	Deerfield	4900 Parkway Drive Suite 150 Mason, OH 45040	3378 Townsley Dr. Loveland, OH 45140
1,500	Franklin	P.O. Box 364 Franklin, OH 45005	458 Fairview Dr. Carlisle, OH 45005
1,000	Hamilton	7780 South State Route 48 Hamilton Township, OH 45039	8373 Maineville Rd. Maineville, OH 45039
400	Salem	P.O. Box 171 Morrow, OH 45152	155 Whitacre St. Morrow, OH 45152
300	Union	285 Pike Street South Lebanon, OH 45065	558 Mary Lane South Lebanon, OH 45065
250	Washington	PO Box 87 Lebanon, OH 45036	1240 Ward Koebel Rd. Oregonia, OH 45054
100	Wayne	6050 N. Clarksville Rd. Waynesville, OH 45068	5238 N. Waynesville Rd. Waynesville, OH 45068

SECTION H

MULTIPLE OBLIGEE RIDER

**MULTIPLE
OBLIGEE
RIDER**

(Concurrent Execution with
Payment and Performance
Bond)

This Rider is executed concurrently with and shall be attached to and forms a part of Performance and Payment Bonds No. _____ (hereinafter individually referred to as "Performance Bond" or "Payment Bond", and collectively referred to as "Bonds") issued by _____ (hereinafter referred to as "Surety"), as Surety, on the _____ day of _____.

WHEREAS, on or about the _____ day of _____ (hereinafter called the "Principal"), entered into a written agreement with _____ (hereinafter called the "Primary Oblige"e") for _____ (hereinafter called the "Contract"); and

WHEREAS, Principal is required by the Contract to provide Bonds and Primary Oblige"e has requested that _____ and _____ be named as additional obligees under the Bonds; and

WHEREAS, Principal and Surety have agreed to execute and deliver this Rider in conjunction with the Bonds.

NOW, THEREFORE, the undersigned hereby agree and stipulate that _____, and _____ shall be added to the Bonds as named obligees (hereinafter referred to as "Additional Oblige"es"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Oblige"e, the Additional Oblige"es, or any of them, unless the Primary Oblige"e, the Additional Oblige"es, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Oblige"es), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Oblige"es' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Oblige"e, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Oblige"e under the Contract. At the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.

3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Oblige"es), and to persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment Bond; the Primary Oblige"e's and Additional Oblige"es' rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Oblige"e and/or the Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed this _____ day of _____.

(Principal)

By: _____

(Primary Oblige"e)

By: _____

By: _____, Attorney-in-Fact



Warren County, OH will be conducting an Electronic Sealed Bidding Event for Road Salt. Warren County, OH has partnered with eBridge to host this bidding event on its Online Bidding Platform.

We request that you review the accompanying documentation for information pertaining to the specifications, the response requirements, milestones and deadlines, as well as, information on eBridge and the Electronic Bidding Process.

We thank you for your participation.

Sincerely,

Krystal Powell
Warren County, OH

CONTACT INFORMATION

If you have any questions **regarding the specifications** or the Buyer's requirements for returning your response, please contact:

Krystal Powell
Deputy Clerk
406 Justice Drive
Lebanon, OH 45036
krystal.powell@co.warren.oh.us
(513) 695-1250

If you have any questions **regarding the electronic bid process**, please contact:

eBridge Business Solutions, LLC
Tara O'Bannon Redmon
10200 Forest Green Blvd., LL1
Louisville, KY 40223
tara.obannon@ebridgeglobal.com
(877) 245-8880



MILESTONE DATES

Milestone Date	Milestone	What It Is and What You Need To Do
Monday, March 14, 2022	Bid Opportunity	An email invitation to respond to this opportunity. Click on the link provided to download all documents pertaining to this bid.
Friday, March 25, 2022 by 2:00PM ET	Solicitation Response	Deadline to submit your response, <u>EXCLUDING PRICING.</u> Submit all information and documentation as requested. The Buyer will review and determine if you are approved to participate in the online event.
Wednesday, March 30, 2022	Formal Invitation Issued	Formal approval from the buyer to participate in the pricing portion of the process. Follow instructions given in the Formal Invitation email.
Thursday-Monday, March 31-April 4, 2022	Training on eBridge Process	Timeframe in which tutorials with eBridge will be scheduled and completed. Participate in a one-on-one training with an eBridge representative.
Tuesday, April 5, 2022 by 3:00PM ET	Initial Bid Due	Date by which all participants must place initial bid(s). Login to the eBridge platform and place your initial bid(s).
Wednesday, April 6, 2022 at 10:00AM ET	Online Event	Date and time the live online event will open. Login to the eBridge platform and participate in the live event.



ELECTRONIC BID EVENT FORM

Must be completed via DocuSign or emailed to tara.obannon@ebridgeglobal.com.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

Warren County, OH will accept bids for Road Salt using an Electronic Sealed Bidding Process on Wednesday, April 6, 2022 at 10:00AM ET in accordance with the specifications and procedures available either with eBridge or Warren County, OH. This Electronic Sealed Bidding Event has a preliminary end date and time of Wednesday, April 6, 2022 at 10:15AM ET plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three (3) percent of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer’s requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:

<hr/>			
COMPANY NAME	DATE		
<hr/>			
CONTACT PERSON	TITLE		
<hr/>			
PHONE NUMBER	FAX		
<hr/>			
BILLING ADDRESS	CITY	ST	ZIP
<hr/>			
EMAIL ADDRESS	SIGNATURE		



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated



any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.

2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.

5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. **YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES.** Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.



6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:
 - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
 - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
 - **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.



Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

- 12. Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.
- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to



the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

ADVERTISEMENT FOR BIDS

Bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036 using an online bidding process for the purchase of 27,300 Tons of Bulk Ice Control Salt. Bid Packages, excluding pricing, must be submitted for prequalification to the Commissioners' Office by 2:00PM ET, Friday, March 25, 2022. The online bidding process will begin at 10:00AM ET on Wednesday, April 6, 2022.

Specifications and procedures are available at the Commissioners' Office, 406 Justice Drive, Lebanon, Ohio 45036, 513-695-1250 or by registering as a supplier with eBridge at <http://www.eBridgeprocurement.com> and then requesting a bid package at:

<http://applications.ebridgeprocurement.com/BidPackage/?ev=WarrenCounty/RoadSalt>.

Questions regarding the technical specifications should be directed to Bobbi Apking, Warren County Engineer's Office, 210 West Main Street, Lebanon, Ohio, at 513-695-3305. Each bid shall contain the full name of each person or company submitting the bid. The awarded supplier will be required to submit a bid bond in the amount of 10% of the contract amount within 24 hours of the award notification in the form of a certified check.

This notice is posted on the Warren County website. The Warren County website can be accessed by using the following address:

<https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx> .

To access bid project information, under the "County Departments" heading click on the "Commissioners" tab, then click on the "County Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners' Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne - Clerk