

BUTLER COUNTY COMMISSIONERS

Donald L. Dixon T.C. Rogers Cindy Carpenter

INVITATION TO BID

ITB NO. 22-08-009

**BUTLER COUNTY SHERIFF'S OFFICE
MAINTENANCE SERVICE CONTRACT FOR THE
BUTLER COUNTY CORRECTIONAL FACILITIES
MECHANICAL DEVICES SYSTEMS**

**BID DATE AND TIME:
WEDNESDAY, AUGUST 24, 2022
10:30 A.M. (EST)**

**BIDS MUST BE RETURNED TO:
BUTLER COUNTY COMMISSIONER'S OFFICE
ATTN: CLERK OF THE BOARD
315 HIGH STREET, 6TH FLOOR
HAMILTON, OH 45011**

LEGAL AD AND NOTICE TO BIDDERS
CONTRACT NO. 22-08-009

Sealed Bids will be received at the office of the Butler County Commissioner's Office, Attn: Clerk of the Board, 315 High Street, 6th Floor, Hamilton, Ohio 45011 until 10:30 a.m. EST on Wednesday, August 24, 2022 and will be opened and read aloud at 10:45 a.m. or shortly thereafter in the Commissioners' Chambers on the 2nd Floor in the Butler County Government Services Center, for "Maintenance Service Contract for the Butler County Correctional Facilities Mechanical Devices Systems" in accordance with specifications under Contract No. 22-08-009.

Specifications may be obtained at the office of the Butler County Commissioners; by query at www.butlercountyohio.org/commissioner or by query at www.butlersheriff.org/category/request-for-bids/.

Bidders are required to complete and submit with the bid ALL forms that are included with the specifications packet. Bidders are required to use the forms furnished by the County when submitting their bid.

The Board of Butler County Commissioners reserves the right to waive informalities, to reject any and all bids, to accept the bid which is in the best interest of the County as determined by the Board, and to hold bids valid for ninety (90) days from the bid date.

Butler County reserves the right to award partial bids to multiple vendors. Bidders may receive bid awards for some but not all of the items on the specified list.

Bids are to be SEALED and delivered to the office of the Butler County Commissioners, and each bid shall bear on its face the name and address of the bidder and shall be plainly marked "Bid on Contract No. 22-08-009 for Maintenance Service Contract for the Butler County Correctional Facilities Mechanical Devices Systems".

By order of the Board of Butler County Commissioners:

Donald L. Dixon

T. C. Rogers

Cindy Carpenter

Attest: Flora R. Butler, Clerk

Publish 1 time: Wednesday, July 27, 2022
Hamilton Journal-News

Bid Form
Government Services Center
Contract Number 22-08-009
August 24, 2022

Company Name: _____

Contact Name & Title: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

Company Website: _____

Job Classification	Hourly Prevailing Wage Rate	Overhead and Profit	Total Rate Per Hour

Submitted By: _____

Authorized Signature

Date

BUTLER COUNTY COMMISSIONERS
BID REQUEST

DATE: July 7, 2022

BID NUMBER: 22-08-009

BIDS MUST BE RETURNED TO:
BUTLER COUNTY COMMISSIONERS
ATTN: CLERK OF THE BOARD
315 HIGH STREET, 6TH FLOOR
HAMILTON, OHIO 45011

FOR FURTHER INFORMATION CONTACT:
Captain Nick Fisher

PHONE NO. (513) 785-1191

Sealed bids will be received in this office until: **10:30 a.m. EST on Wednesday, August 24, 2022**

Using Department: BUTLER COUNTY SHERIFF'S OFFICE (BCSO)

Delivered To: BUTLER COUNTY GOV'T SERVICES CENTER, 315 HIGH STREET, 6TH FLOOR, HAMILTON, OHIO

Your written bid is requested for the following:

SCOPE:

The Butler County Sheriff's Office, through the Board of Butler County Commissioners, is seeking bids for contractors/vendors to provide maintenance services at the Butler County Correctional Facility at 705 Hanover Street, the Court Street Jail at 123 Court Street, and the facility at 442 S. Second Street. All facilities are located within the city limits of Hamilton, Ohio in Butler County.

Bids should be presented on an "hourly basis" with the cost of parts to be paid by the owner. The maintenance program for these facilities will be maintained by a maintenance contractor strictly on the basis of responsive maintenance work with all cost for repairs on a per hour basis.

Maintenance services may consist of servicing the building system's mechanical devices, including but not limited to, chillers, boilers, cooling towers, Systecon pumps, chiller pumps, condenser pumps, hot water pumps, DDC Building Automation System, various air handlers, exhaust fans, VAV boxes, air filtration systems, and ductwork.

The Butler County Correctional Facility at 705 Hanover Street is a single story correctional facility. The building was opened in 2002 and is approximately 235,000 square feet. The building is served by a central chiller and boiler system consisting of two chillers, two cooling towers, two boilers, and two Systecon pump skid packages. The chiller pump skid consists of four chilled water pumps and two condenser water pumps. The hot water pump skid consists of four hot water heating pumps. The HVAC control system is a DDC Building Automation System installed by CSI. The occupied areas of the facility are served by various air handlers, exhaust fans, VAV boxes and air filtration systems.

The Court Street Jail at 123 Court Street is a three (3) story building consisting of approximately 25,000 square feet and can house 230 inmates. The facility was renovated in 2018. The facility at 442 S. Second Street is a two (2) story building consisting of approximately 85,000 square feet and can house 370 inmates.

Contractor's responsibilities may include but are not limited to:

- Mechanical maintenance
- Control system maintenance, including temperature control
- Water treatment
- Air filter service
- All air conditioning (to include window air conditioners)
- Refrigeration and freezers (to include ice-making equipment)

APPLICABLE PUBLICATIONS:

OSHA Hazard Communications Standard 29 CFR 1910.1200. (MSDS)
Life Safety Code 2000, ICF/MR Medicaid (tag no. W429), and Licensure Regulations

GENERAL STATEMENTS AND CONDITIONS:

1. **Notice:** Sealed bids will be received at the office of the Board of Butler County Commissioners, 315 High Street, 6th Floor, Hamilton, OH 45011 until 10:30 AM local time on August 24, 2022 and read aloud at approximately 10:45 AM local time in the Commissioners' Chambers on the 2nd Floor.
2. **Term:** The initial term of the contract shall be for three (3) years, estimated to commence October 1, 2022. After the initial contract term, Butler County may renew the contract for two (2) additional one-year periods.
3. **Submittal:** Bid proposals shall be submitted in a sealed envelope, which shall contain on its face the full name and address of the person, agency or company submitting the bid proposals and shall be plainly marked "Bid on Maintenance Service Contract for the Butler County Correctional Facilities Mechanical Devices Systems."

Bid proposals shall be signed by an official authorized to execute a contract. An original and one copy of the proposal shall be submitted. The bid bond shall be attached to the top page of the original proposal.

4. **Mandatory Pre-Proposal Meeting and Facility Tour:** All Bidders are required to attend a mandatory pre-proposal meeting and facility tour on August 10, 2022 at 9:00 a.m. at the Butler County Jail located at 705 Hanover St, Hamilton, OH, 45011. Transportation will be provided from that location to and from the Court Street Jail and 442 S. Second Street.

The pre-proposal meeting will be held to familiarize Bidders with the County's intent in seeking proposals as well as to familiarize Bidders with any of the County's facilities that may be involved. Bidders will have an opportunity to meet with County representatives at that time.

To confirm your attendance at the mandatory pre-proposal meeting and tour, please email Captain Nick Fisher at nfisher@butlersheriff.org and Debra Maloney at dmaloney@butlersheriff.org to register.

5. **Questions:** All questions which arise during the pre-proposal meeting and tour will be reduced to writing and answered by addenda. If questions arise during the meeting or tour, which are not answered by the addenda following the meeting, the questions must be submitted in writing no later than August 18, 2022. Questions and answers will be posted to the Butler

County Sheriff's website at <http://www.butlersheriff.org/category/request-for-bids/>.

6. **Bid Bond:** Each bid shall be accompanied by a bid bond in favor of Butler County or certified cashier's check upon a solvent bank and payable to the Butler County Treasurer. The bid bond amount shall be \$5,000.00. A contract shall be executed in conformity of the request for bid and specifications. If after selection, the successful bidder fails to timely execute a proper contract within sixty (60) days, the amount of the bid bond or check shall be forfeited to Butler County.
7. **Taxes:** Butler County Ohio is exempt from all sales, transportation and excise taxes, except for State of Ohio gasoline tax. The unit prices for bid shall be exclusive of all such taxes.
8. **Contractor Qualifications and References:** The Bidder shall provide with its bid:
 - A. Outlines of the structure of the organization and length of company existence (5 years minimum required).
 - B. A list of current correctional maintenance contracts, if any, with the following information: Client; contact person, address and telephone number; type and size facility; type of maintenance programs; date of original contract. Also, please include the facility that is geographically close to Butler County Jail.
 - C. List of other non-correctional maintenance service contracts of comparable size.
9. **Evaluation Criteria:** Bid shall be evaluated for suitability according to the following criteria:
 - A. Contractor's previous related experience and performance in maintenance of correctional facilities or non-correctional facilities of comparable size.
 - B. Quality of plan of operations to maintain the facilities.
 - C. Current and former client recommendations.
 - D. Quality and presentation of overall bid package.
 - E. Examples of maintenance service reports.
10. **Deviations and Exceptions:** Deviations and exceptions from terms, conditions and specifications shall be fully described, signed and attached to the bid on the Contractor's letterhead. In the absence of such statements, the bid proposal shall be accepted as in strict compliance with all terms, conditions and specifications, and the Contractor shall be held liable for performing to all specifications.
11. **Rejected Bids:** The Board of County Commissioners of Butler County, Ohio reserve the right to reject any or all bids, to waive any informalities in bids, and to accept the bid that, in the opinion of the Board is in the best interest of Butler County. The award will not necessarily go to the bid proposal with the lowest price, but to the bid proposal that best demonstrates the ability to fulfill the requirements of the Bid Request.

No bid proposal will be accepted from any person, firm, or corporation that is in arrears or is in default to the State of Ohio regarding any debt or contract, or has failed to perform faithfully any previous contract with the County.

12. **Trade Secrets:** The laws of Ohio require that at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that is recognized as such and protected by law may be withheld if clearly identified as such in the bid proposal. This exemption of information does not extend to the requirement to provide company financial information.

13. **Insurance:** The contractor shall carry appropriate insurance on its employees, products and property, including Workers Compensation and general liability, in the minimum coverage amount of \$ 1,000,000.00 with an Umbrella policy of \$ 2,000,000.00.

The contractor shall provide the County, not later than the date of commencement of service under the contract, with certificates of insurance for the foregoing coverages that designate Butler County, Ohio as an additional insured with respect to the Contractor's participation in the contract and which include a provision that the coverage shall not be cancelled, terminated or otherwise modified without a 30 day prior written notice provided to the County. Cancellation of insurance will be cause for immediate cancellation of the contract.

14. **Taxes, Licenses and Permits:** The Contractor shall pay all applicable taxes and shall obtain and keep current all necessary licenses and permits.
15. **Equal Employment Opportunity:** The Contractor must furnish documentation complying with State of Ohio and Federal laws relating to discrimination and equal employment opportunity, including the Americans with Disabilities Act.
16. **Indemnity:** The Contractor shall assume full responsibility for and shall indemnify and hold harmless the County for any injury to persons and any damage to, or loss of any property, Including without limitation buildings, fixtures, furnishings, equipment, supplies, accessories, or parts, resulting in whole, or part from any negligent acts or omissions of the Contractor, of any employee, agent of representative of the Contractor.
17. **Failure to Perform:** The Contractor shall commence performing the work in accordance with the specifications. Failure to perform the work as provided herein may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. In the event of such termination, the County may have the services performed by other means and the Contractor shall be liable to the County for any excess costs for such services.

Any cost incurred by the County for Failure of the Contractor to abide by the maintenance service agreement with the County, or to perform necessary services as described herein will be borne by the Contractor.

18. **Accreditation:** The facility is currently accredited by the State of Ohio. The contractor will be furnished a copy of and shall be responsible for complying with all current accreditation requirements.
19. **Termination Notice:** This contract may be terminated by either party after the first twelve (12) months of the contract provided a ninety (90) day written notice is given to the other party. Written notice to the County must be sent to the Butler County Administrator, Butler County Government Services Center, 315 High Street, Sixth Floor, Hamilton, Ohio 45011.

Butler County may terminate the contract immediately upon delivery of written notice to contractor due to lack of performance by the contractor. Butler County may also terminate the contract for lack of available funds upon 30 days written notice to contractor.

20. **Subcontract:** The Contractor shall not subcontract or assign any portion of the maintenance agreement without prior written consent of the County. Contractor shall require any subcontractor(s) to be bound by the same terms that govern the responsibilities and liabilities

of the prime contractor hereunder

21. **Discontinuance of Operation:** Should it become necessary for the Butler County Jails to discontinue operation of the institution for any reason, this contract shall become null and void.
22. **Emergency Conditions:** If the County Jails should be damaged by fire, flood, riot or similar events, the County will determine, after consultation with the Contractor, whether and to what extent the facility is operable. If the Contractor cannot then prepare and maintain the required services, then the county at its option may continue with the contract or terminate without further obligation.
23. **Press Relations:** All press releases, advertisements or any other publication concerning this project will only be released by authority and approval of the Butler County Sheriff.
24. **Start Up:** Contractor will provide assistance for a smooth transition to the facility. Contractor will provide a start-up team for the first week to ensure a smooth initiation of maintenance services.
25. **Contracting Officer:** The Butler County Sheriff or his designee shall be the Contracting Officer who shall act as the agent of Butler County for the purpose of serving as the County's contact person to oversee performance and completion of the contract pursuant to its terms and receiving, reviewing, and processing billings from the Contractor, conducting periodic inspections of the services provided.
26. **Prevailing Wage:** The Contractor must pay Prevailing Wages as defined by the State of Ohio, if applicable. The Contractor shall attach to the bid a schedule of Prevailing Wages Union Classification.
27. **Background Investigations:** Contractor's employees will be subject to a background investigation and security check as is normally required for personnel at the County Jail. The County reserves the right to deny any Contractor's employee access to the facility that does not meet established security clearances or obey established rules and regulations. Final selection of all Contractor employees at the Butler County Jail shall be at the approval of the Sheriff.
28. **Physical Examinations:** All employees of Contractor and any subcontractors may be required to undergo periodic physical exams as specified by State and local regulations at Contractor's expense.
29. **Orientation and Training:** Contractor and subcontractors employees must attend orientation classes and training as mandated by the Butler County Sheriff and the State of Ohio, if applicable. The training will be provided by the County, but Contractor and subcontractors employee salaries for the time required to attend the classes shall be the responsibility of the Contractor.
30. **Conduct of Contractor's employees:** The Contractor shall instruct all employees that all rules and regulations, policies, and procedures established by the Butler County Sheriff's Office shall be adhered to.

In addition:

- A. Contractor shall prohibit its employees and those of any subcontractors from personal use of telephone or office equipment provided for official County business.
 - B. All contractor and subcontractor personnel shall be required to wear identification badges issued by the Sheriff's Office. All contractor personnel shall be required to wear uniforms as approved by the Sheriff or his designee. Contractor is responsible for all uniform costs.
 - C. All Contractor and subcontractor personnel shall be required to comply with Butler County and State of Ohio rules and regulations.
 - D. No supplies, materials, or equipment provided, acquired, or utilized in the performance of the contract shall be removed from the corrections facility for personal use or used in any manner not provided herein.
 - E. Employees shall not fraternize with inmates. (This will be in Policy & Procedures which employees will be required to follow.)
31. **Contractor Compensation:** The contractor shall submit monthly invoices for 1/12 of the annual not to exceed amounts in the bid. The County, upon acceptance and approval of the monthly invoice by the Sheriff or Sheriff's designee, shall pay the invoice by the 25th of the month following the month in which services were provided.
32. **Staffing Bid Requirements:** The Contractor shall provide with its bid, a list of the personnel to be employed to provide said contracted services known at bid date and a complete list of personnel in time for background checks. Also include individual job descriptions and levels of responsibility to the contracting officer.
33. **Contract Supervision:** The Sheriff shall designate a person to oversee the contract between the Contractor and the County. The terms and conditions of the contract shall be randomly checked by this person for compliance by the Contractor. The Contractor shall cooperate with this person in obtaining the information.

REQUIREMENTS

Mechanical maintenance shall include all of the following units but may not be limited to:

1. Heating System: Boilers, burners, furnaces, pumps, heating coils, water strainers, unit heaters, duct heaters, heat exchangers.
2. Cooling System: Air conditioning compressors, package window units (when applicable), and package rooftop units, evaporative condensers, air cooled condensers, and pumps.
3. Air Handling System: Fans, motors, air grills, plenums, compressors, registers, air filters, dampers, induction units, mixing boxes, and fan coil units.
4. Miscellaneous Equipment: Exhaust Fans, manual valves, pneumatic doors, float valves, direct expansion valves, thermometers, gauges, magnetic starters, manual motor starters, pump and fan motor starter to their respective motor, check valves, refrigerant piping, and piping insulation and refrigerant.

Excluded Equipment: Maintenance services, including repair, labor and parts replacement for portions of the systems and equipment that are non-maintainable or non-moving are not required or included as part of this specification.

Other Excluded Items Include: foundations, structural supports, domestic water lines, drains, plumbing, oil lines, gas lines, piping, oil storage tanks, boiler shell and tubes, unit cabinets, boiler trim and refractory material, and cooling tower structures.

Control System Maintenance:

Control system maintenance includes all parts, materials, and labor necessary to repair and, in addition, the necessary replacement of any units listed. All parts replacement shall be made with new parts. Equipment included is: temperature control system, thermostats, pressure controls, relays, limits, valves, valve operators, damper motors, humidity controls, step switches, time clocks, recorders, control panels, gauges, air compressors (for pneumatic control systems), freeze stats, and circuit cards, V.A.V. boxes, computerized control systems, and sensors (including computer software and hardware).

Water Treatment

The water treatment maintenance and repairs may include: hot water boilers, hot water heating system, heat exchangers, and steam boilers. The contractor may be requested to perform this service for water treatment in all the buildings covered by this specification.

Hot Water Heating System

The contractor may be requested to drain system of existing water and chromate compound, if any, and refill system with clean water and add the required dosage of chemical treatment. Chemical shall be a non-chromate compound such as the borate nitrite type. Chemical shall be acceptable to environmental protection agencies as a non-pollutant.

Heat Exchanger System

The contractor may be requested to drain and completely flush heat exchangers when necessary. The contractor shall use a chemical which is multi-duty scale and corrosion inhibitor. The chemical shall be a non-acid, non-chromatic, non-toxic, and shall be bio-degradable. The chemical used shall be approved by the Environmental Protection Agency as a non-pollutant.

Air Filter Maintenance

1. The contractor may be requested to provide air filter service for each air handler system, which includes labor, frames, and replacement filter media and other materials necessary for this service. Replacement shall be as needed.
2. Frame Filters
 - a. Air filter retaining frames shall be of the permanent type, designed to hold disposable polyester filter pads. Frames shall be designed for use in holding frames or slide-in applications.
 - b. The metal frame section shall be of all-welded construction. The frame shall be fabricated of minimum 20 gauge zinc-coated steel. The black media retainer shall consist of a wire grid (minimum 11 gauge wire) or expanded metal (minimum 18 gauge), which shall be

welded to the frame section. The front retainer shall be fabricated in the form of a wire grid door, double-hinged with snap-locks, or wire grid built-in frame with snap-lock feature. The retainer frames shall be constructed for heavy-duty application. Front retainers with spring wire media retention shall not be acceptable.

- c. Frame filters shall consist of a separate frame and filter media to allow a variety of options in types of filter media if necessary.
- d. Air filter media, as applicable, shall be replaced on an as-needed basis, but not to exceed sixty (60) days' time limit.

3. Filter Media

- a. Filter media shall be standard polyester fiber and shall be bonded together preventing fiber shredding and blow-through for maximum efficiency.
- b. Filter media shall be available in either standard dry media or tackified type. Filter media shall have an average A.F.I. rating of not less than 81% efficiency.
- c. Filter media shall be of the fire retardant type of at least Class 2 rating.

4. Roll Media

Roll media for roll type filters shall be made available in varying widths to meet the need of the owner and shall be available in dry or tackified fiber with a standard A.F.I. rating of not less than 71% efficiency.

- 5. Permanent filters, if not used, shall be turned over to the Sheriff's Office.

Parts Replacement:

- 1. All parts, components, or devices for the mechanical systems as listed above that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts, components, or devices.
- 2. When equipment or parts are replaced in their entirety and a newer design of this device is available and is functionally equivalent and compatible, the newer design shall be used as the replacement.
- 4. The contractor shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by other than the contractor, or by reason of any other cause beyond the control of the contractor, except ordinary wear and tear.
- 5. The contractor shall be available, at no additional charge, for consultation regarding design changes and equipment selection, based on past experience with similar systems.
- 6. The contractor shall provide and maintain a parts supply which shall be located at the Center at a site agreed upon between the contractor and the Sheriff. Critical, unique, or frequently used parts and supplies shall be stocked. This equipment shall remain the property of the contractor until used and/or installed in the mechanical system.

Additional Service

1. The contractor shall provide, upon request, a complete explanation of the method by which they will accomplish the repair services required by this contract.
2. The contractor shall report to the owner's designee daily when on the job.
3. The Contractor must provide their own tools which must be secured according to conventional correctional safety methods.
4. The Maintenance Contractor or designee may be requested to be present at all jail inspections and reviews as required by the Sheriff or his designee.
5. Owner reserves the right to perform work, if necessary, by BCSO staff as well as other vendors.

Scheduled and Emergency Service

1. All scheduled maintenance service under these specifications shall be performed between 7:00 a.m. and 3:00 p.m., Monday through Friday.
2. The contractor shall provide emergency service on a 24-hour, 7-day-a-week basis, and all year. Response time shall be a maximum of one (1) hour or the Owner reserves the right to bill the contractor \$50.00 per hour for hours in excess of one (1) hour.
3. The contractor shall show proof of existing night and weekend emergency paging or notification system.

Special Conditions

1. The contractor shall not be required to make safety tests and to install new attachments or additional controls or equipment as recommended by any governmental authority, nor to make replacement mentioned herein with parts or devices of a different design for any reason. The contractor shall be reimbursed for any expenses, parts or labor which is incurred because of the above-mentioned work.
2. The Owner will provide access to all devices which are to be serviced. The contractor shall be free to start and stop all primary equipment incidentals to the operation of the mechanical system(s) as arranged with and directed by the owners or their duly authorized representatives. The Owner will take responsibility for equipment malfunction where such access is denied.
3. The contractor shall have each person who performs service work to complete a report with a brief description of work performed. A copy of the service report is to be given to the Owner prior to leaving the job site.
4. Before leaving the premises, the service technicians shall submit detailed written service reports following each scheduled and unscheduled service action. Completed reports are to be presented by the service technicians to the officer in charge for review and signature upon completion of each day's scheduled work and all unscheduled repairs (trouble and/or emergency calls). Separate reports are required for each building on which work is performed

each day, and by each technician. Combined reports covering more than one technician are not acceptable.

5. The service report system is to be supplemented by the Contractor's monthly and annual maintenance inspection and P.M. task schedule. The annual schedule must identify each piece of mechanical equipment and component. The schedule is to show all and the specific tasks to be performed on each item, and also show the planned frequency for each task and the specific months during which each will be performed.
6. The Contractor shall furnish all job labor, shop labor, and travel labor, including overtime and other labor-related expenses required for all planned service activities and for unscheduled work resulting from abnormal building environment condition. All repair and replacement labor, including labor and transportation cost required for parts or equipment procurement, will be the Contractor's responsibility.
7. Parts, supplies and components required to keep the systems operating properly and efficiently will be furnished by the Contractor. All consumables used in the service or repair of the system are the Contractor's responsibility. These may include, but are not limited to, Freon, lubricants, truck stock, and electrical supplies. It is the Contractor's responsibility to replace such items in a timely and expeditious manner. All items furnished shall be new or rebuilt with new parts. Used components or equipment will not be permitted, except as an emergency measure to keep the systems operating. Such a measure will be considered temporary and be followed with the installation of the correct new item as soon as available. Replacement components or equipment must be the same manufacturer as the original equipment and the identical model or current equivalent model of that manufacturer. If substitutions are necessary, due to obsolescence or delayed availability, the Contractor may use another manufacturer, providing he obtains written approval from the County prior to such substitution. Documentation required for substitutions shall include, but not be limited to:
 - a. Original manufacturer, model, physical data and capacity of item being replaced.
 - b. Reason for substitution: obsolescence or delayed availability.
 - c. Substitute manufacturer, model, size, and capacity.
 - d. Updated equipment list, identifying item changed, name of building and system.

Should Butler County discover that the substituted item is deficient in capacity, or equivalent quality, or lacking documentation, the Contractor will be obligated to replace that item with an item specified by the County at no additional cost.

Proposal Format

Vendor shall submit its proposal containing all of the following items in the order listed.

1. The following forms, which are included with these specifications: Substitute Form W9; EFT Form; Independent Contractor Acknowledgement Form; Civil Rights Compliance; Delinquent Personal Property Tax Affidavit; and Non-Collusion Affidavit.
2. A detailed plan of operation explaining the proposed preventative and repair maintenance

activities along with proposed schedules.

3. List of current maintenance contracts provided to correction institutions in Ohio, Indiana, and Kentucky. Please provide client name, contact person, phone number, address of facility, facility size, type of maintenance program/contract, date of origin.
4. List of current contracts for non-correctional facilities of comparable size as the Butler County Hanover Street Jail in Ohio, Indiana, or Kentucky. Please provide client name, contact person, phone number, address of facility, facility size, type of maintenance program/contract, date of origin.
5. Provide the same information as above for any contracts which were terminated for any reason during the last five (5) years. Include a detailed explanation of the reasons for termination. All provided information concerning any litigation filed within the last five (5) years.
6. Consent by Contractor to allow designated County Employees to conduct audit reviews of the company's financial records and operational documents and information pertaining to the County's contract for maintenance services.
7. Outline of your company/business structure (organization, divisions, subsidiaries, etc.), number of employees, and number of years in business.
8. A prevailing wage schedule depicting rates by job classification.
9. Sample of daily service tickets, reports, or forms provided to clients each day preventative or emergency services are performed.
10. Sample of preventative maintenance scheduling reports (monthly and annually).
11. Sample of Annual Maintenance Report detailing the maintenance performed during the past twelve months as well as a report of current operating condition of mechanical equipment at the jail.

CONTRACT DOCUMENTS:

The "Bid Request," "Information for Bidders," "Bid Proposals," "Bid Bond," "Notice of Award," "Technical Specifications," (if any) and "Addenda"(if any), are the documents that shall form the Contract. Bidders must examine each of the Contract Documents.

ADDENDA AND INTERPRETATION:

No interpretation of the meaning of the Bid Request, plans, specifications or other contract documents will be made to any Bidder orally. Requests for such interpretations should be in writing, emailed to Captain Nick Fisher of the Butler County Sheriff's Office at nfisher@butlersheriff.org. To be given consideration, requests must be received at least seven days prior to the time fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which will be posted on the Butler County Sheriff's website at <http://www.butlersheriff.org/category/request-for-bids/> no later than 72 hours prior to the time fixed for the opening of bids. It is the responsibility of each Bidder to check with the Sheriff's Office website prior to submission of his bid to be sure

that he has reviewed all addenda. The Sheriff and Butler County will not be responsible for any explanation or interpretation of the bid documents made other than by addenda duly issued.

Bidders Please Note: Butler County is an equal opportunity employer and has specific certifications regarding equal opportunity that are applicable to all contracts/purchases in excess of \$2,000.00.

A copy of the Bid Tabulation may be obtained by sending a stamped, self-addressed envelope.

IMPORTANT: Bids to be sealed and endorsed on the outside of the envelope with the name of the bidder and item bid upon.

Bidder is required to use the County Bid Form.

PLEASE NOTE

**BID MUST BE SEALED, DELIVERED TO, AND
RECEIVED IN THE BUTLER COUNTY
BOARD OF COMMISSIONERS OFFICE ON
THE SIXTH FLOOR OF THE BUTLER
COUNTY GOVERNMENT SERVICES
CENTER, 315 HIGH STREET, HAMILTON,
OHIO, BY**

10:30 a.m. local time on

Wednesday, August 24, 2022

**ANY BID DELIVERED AFTER THE TIME
SPECIFIED, ACCORDING TO THE CLOCK IN
THE COMMISSIONER'S OFFICE, WILL NOT
BE ACCEPTED FOR ANY REASON.**

Butler County Ohio
Substitute Form W9 / Ohio Reporting Form
Request for Taxpayer Identification Number and Certification

In order to maintain Butler County's supplier records in compliance with the Internal Revenue Service regulation 1.0641-1 and Ohio Revised Code section 3121.89-3121.8911, please **complete** and return by fax with fax cover sheet to **513-887-3129**; or by mail to:

Auditor of Butler County
130 High Street, Fiscal Services Dept.
Hamilton, OH 45011

To **properly complete** the form, the following information must be provided:

1. Part I, line 1, enter the business owner's name (if applicable), part 1, line 2, business name (if applicable), federal tax classification, and address.
2. Part II, you must provide either a Taxpayer Identification Number (TIN) or Social Security Number (SSN)
3. Part III, **you must check "Yes" or "No"** to the question about providing goods or services as the sole owner of your business. If you check the **"Yes"** box to indicate that you are the sole owner, you must provide your name, the first date of providing goods or services for Butler County, **birth date**, and **description** of the type of good or service you will provide the county.
4. Part IV, You must answer this question if Part III is answered "Yes". Answer "Yes" only if you are receiving retirement or disability payments from Ohio Public Employees Retirement System (OPERS).
5. Part V, **sign** the form and **enter today's date**.

For definitions of Part I and II of this form, please refer to IRS Form W-9.

Part I Business Ownership and Address Information

Name (as shown on your income tax return). **DO NOT LEAVE BLANK.** If you are an individual or file under your name put your name here.

Business name/disregarded entity name, if different from above.

Check appropriate box for federal tax classification: (check only one box) If individual **PART III** below is **ALWAYS "YES"**

- ☐ Individual/Sole Proprietor (or single-member LLC) ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate
- ☐ Limited Liability Company – Tax classification (**C** = C Corp, **S** = S Corp, **P** = Partnership) _____
- ☐ Other _____ ☐ Exempt from backup withholding

NOTE: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Address Line 1 (number, street, and apt. or suite no.)

Requestor's name and address

Address Line 2

Auditor of Butler County
130 High Street, Fiscal Services Dept.
Hamilton, OH 45011

City, state, and ZIP code

Part II Taxpayer Identification Number (TIN) and Social Security Number (SSN)

For suppliers that have a TIN, this must be entered.

For individuals, sole proprietors, and corporations owned by an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name. You may enter your business or DBA name on the Business name line.

Taxpayer Identification Number (TIN):

____ - ____

and / or

Social Security Number (SSN):

____ - ____ - ____

Part III Additional Information Required by the State of Ohio for Independent Contractors

Will you receive payments from Butler County as either an individual, sole owner of a business, or single-member LLC?

- ☐ Yes
☐ No

If "Yes" is checked, you **MUST** complete the information below for name, date good or service provided, birth date, and description of the nature of your financial transactions with the county.

Printed first name, middle initial, and last name

Date good or service provided (MM / DD / YY)
/ /

Birth date (MM / DD / YY)
/ /

Describe the Nature of the transactions you will be engaged in with Butler County

Part IV Additional Information Required by the State of Ohio for Public Employees

Are you currently receiving retirement or disability benefits from Ohio Public Employees Retirement System (OPERS)?

- ☐ Yes
☐ No

If you are an individual, the sole owner of your business, a single-member LLC, or a disregarded entity and have answered Part III "Yes", You must answer this question "Yes" or "No". If you answer "Yes" Please fill out the SR-6 Form (Notice of Re-Employment of an OPERS Benefit Recipient)

Part V Certification

Under penalties of perjury, I certify that:

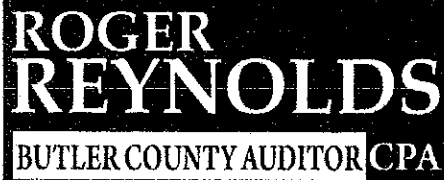
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
2. I am not subject to backup withholding because, (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a US person (including a US resident alien).

Certification Instructions: You must cross out exempt from backup withholding above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature of
U.S. person _____

Date _____



Office Phone: 513-887-3154

Office Fax: 513-887-3149

130 High Street
Hamilton, Ohio 45011

For your convenience, the Butler County Auditor's Office offers the opportunity to receive future payments electronically, rather than by check. Payments can be deposited into a checking or savings account of your choice. In addition, you will be notified of the deposit by e-mail. The e-mail will provide you with all the information that would normally print on the check stub. To receive payments electronically, you must complete this form and return to the address above with a voided check or bank letter containing routing/account information.

Action: <input type="checkbox"/> ADD <input type="checkbox"/> CHANGE/UPDATE <input type="checkbox"/> INACTIVATE			
Payee Name:		Phone No:	
Taxpayer ID:	-	Butler County Employee:	YES <input type="checkbox"/> NO <input type="checkbox"/>
SSN:	- -		
Address:			
Required E-mail Address:			
Bank Name:			
Bank Routing Number:		<input type="checkbox"/> Savings Acct No:	
		<input type="checkbox"/> Checking Account No:	

ATTACH VOIDED CHECK OR A BANK LETTER CONTAINING ACCOUNT AND ROUTING INFORMATION

Authorization: This authorizes the Butler County Auditor's Office to send credit entries (and appropriate debit and adjustment entries), electronically or by any other commercially accepted method, to my (our) account indicated above and to other accounts I (we) identify in the future (the "Account"). This authorizes the financial institution holding the Account to post all such entries.

I agree that the ACH transactions authorized herein shall comply with all applicable U.S. Law. I understand and accept the conditions of participation in the direct deposit program.

This authorization will be in effect until the Butler County Auditor's Office receives a written termination notice from myself and has a reasonable opportunity to act on it.

Print Name:	Title:
Signature:	Date:



INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

First Name

MI

Last Name

STEP 2: Public Employment Information

Name of Public Employer

B E U T L E R C O U N T Y O H I O

Employer Contact

First Name

MI

Last Name

J I L L

M

C O L E

Employer Code

Employer Contact Phone Number

2 0 2 5 - 0 8 8

5 4 3 - 8 8 7 - 3 4 5 5

Service Provided to Public Employer

Start Date of Service

End Date of Service

Month Day Year

Month Day Year

/

/

/

/

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

**PLEASE RETURN THIS FORM TO THE BUTLER COUNTY
AUDITOR'S OFFICE AT 130 HIGH STREET, 4TH FLOOR
HAMILTON, OHIO 45011**

CIVIL RIGHTS COMPLIANCE

Vendor agrees that in the performance of this agreement there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

Signature of Representative of Vendor

Name of Company

Date

Attachment A

STATE OF OHIO)
)ss.
COUNTY OF)

Page 1 of 1

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)

)ss.

COUNTY OF _____)

I, _____,
(name of party signing affidavit)

(title)

being duly sworn, do depose and say:

That _____
(Name of Individual or Company)

its agent, officers or employees have not directly or indirectly entered into any agreement,

participated in any collusion, or otherwise taken any action in restraint of free competitive bidding

in connection with this proposal.

(Signature)

(Title)

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

(NOTARY PUBLIC)

SEAL

Ohio

My commission expires