



Delaware County Facilities Management

1405 US Highway 23 North, Delaware, Ohio 43015
PHONE: (740) 833-2280 FAX: (740) 833-2279

ITB #19-01 – Security Services Addendum #1

Issue Date: March 4, 2019

The provisions of this Addendum modify and/or clarify and/or add to the Contract Documents. To the extent that there is any conflict or ambiguity between the provisions of this Addendum and the terms and conditions of the Contract Documents, this Addendum shall control, subject to the provisions of the Contract Agreement, General Conditions and applicable provisions of the contract documents. Unless otherwise defined herein, all terms shall have the meaning set forth for such terms in the General Conditions and other provisions of the Contract Documents. Acknowledgement of this Addendum is required on your bid proposal forms.

The bid opening date and time remains unchanged.

Response to RFI

Question: *Who is the current incumbent?*

Answer: Trident Security, LLC.

Question: *When was the current incumbent was awarded the contract?*

Answer: May 1, 2014.

Question: *What is the estimated usage (number of annual hours) of prior contract?*

Answer: 16,750.

Question: *What is the estimated amount spent on this contract last year?*

Answer: \$402,843.00

Question: *What is the current bill rate?*

Answer: Current bill rate is \$22.75/hr. for security officer and \$23.75/hr. for supervisor.

Question: *What was the contract amount spent last year?*

Answer: \$402,843.00

Question: *Are there any additional services that may be needed that are not listed in the RFP?*

Answer: No.

Question: *Is there any minimum wage/pay?*

Answer: No.

Question: *Is there any prevailing wage, living wage ordinance, state or local mandated wage, contract specific wage, or collective bargaining agreement?*

Answer: No.

Question: *Is a Bid Bond required?*

Answer: See Bid Advertisement and Specifications.

Question: *b) How often / how many times have you assessed liquidated damages, if applicable?*

Answer: Not applicable.

Question: *If awarded, will a Performance Bond be required?*

Answer: No.

Question: *If awarded, will a Payment Bond be required?*

Answer: No.

Question: *Is there a specified way you would like to responses to come? For example, bound, unbound, 3-ring binder(s) etc..?*

Answer: No.

Question: *Are there any vehicles required for this bid, if so how many?*

Answer: No.

Question: *Could you please provide a list of all equipment needed for this job?*

Answer: We do not have a list, see Bid Specifications Section 1 – O.

Question: *Is your agency requesting a written response form prospective bidders or are only the forms here in the ITB to be submitted?*

Answer: See Bid Specifications Section 1. – N & O.

Question: *Can you tell me if we can place a safe on site to store weapons when not used?*

Answer: We may be able to accommodate, depending on size. The County will not be liable for any property stored on site.

Question: *I also would like to request current bill and pay rates?*

Answer: Bill rate is answered above. We do not have their pay rates.

Question: *how long have they been providing service in this capacity?*

Answer: Since 2007.

Question: *Is a copy of the current contract and any applicable amendments available for distribution?*

Answer: Yes, attached to addendum. There has been no amendments.

Question: *When was the most recent agreement executed and has it been renewed/extended since execution?*

Answer: 2014, yes two options to renew have been executed.

Question: *Would you prefer to keep existing officers/staff if changing to a new contractor?*

Answer: Cannot answer, question is for an opinion.

Question: *Are you satisfied with their services?*

Answer: Cannot answer, question is for an opinion.

End of Addendum

Delaware County Board of Commissioners

Contract

This Contract made by and between:

**Trident Security, LLC
4196 Hobbs Landing Drive West
Dublin, OH 43017**

(the "Contractor") and the Delaware County Board of Commissioners (the "Owner").

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall provide the goods and/or services described in the Bid Documents, which are hereby incorporated by reference, and as necessary to produce the results intended by the Bid Documents for:

ITB #14-02 - SECURITY SERVICES

ARTICLE 2

- 2.1 The Owner shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, at an estimated annual value of Two Hundred Ninety Four Thousand dollars (\$294,000.00), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on February 26, 2014.
- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Owner as provided in the Bid Documents.

ARTICLE 3

- 3.1 The original term of this contract shall be for three (3) years, beginning May 1, 2014, and ending April 30, 2017.
- 3.2 This Contract may be renewed at the end of the original period or any renewal period for up to three (3) additional one (1) year periods, if agreed upon in writing by both parties.
- 3.3 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option, terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination.

ARTICLE 4

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.
- 4.5 Insurance:
- 4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- 4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.
- 4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.
- 4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.7 For all services being provided under this Contract, the Owner shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

- 4.8 The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.
- 4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.
- 4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

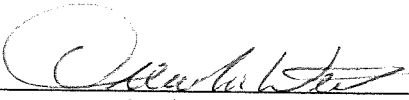
ARTICLE 6

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

CONTRACTOR

Date: April 14, 2014

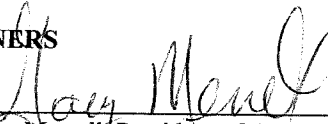
By: 
(Authorized Signature)

Trident Security, LLC
(Company Name)

DREW M. WEST, PRESIDENT
(Print Name & Title)

DELAWARE COUNTY BOARD OF COMMISSIONERS


Date: 4-21-14



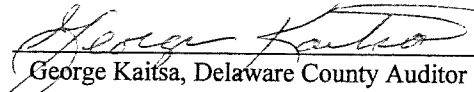
Gary Merrell, President of the Board
Pursuant to Resolution No. 11-137 and
Resolution No. 14-~~245~~

14-24 and 14-451

Approved as to form:


Carol Hamilton O'Brien
Delaware County Prosecuting Attorney

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Contract have been lawfully appropriated for such purpose and are in the County Treasury or in process of collection free from any other encumbrance. The Delaware County Auditor also certifies that it has confirmed with the State of Ohio Auditor that the Contractor has no outstanding findings for recovery issued against it by the State of Ohio.


George Kaisa, Delaware County Auditor

PO#: P1400623

contract # 2014-0096