

INVITATION TO BID

**ITB #19-01
PROFESSIONAL SECURITY SERVICES
FOR DELAWARE COUNTY**



CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

JEFF BENTON

BARB LEWIS

GARY MERRELL

101 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2100

**PUBLIC NOTICE
INVITATION TO BID
ITB #19-01 – PROFESSIONAL SECURITY SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids".

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Wednesday, March 20, 2019, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Professional Security Services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$1,000.00 made payable to Delaware County, Ohio. Bid specifications may be obtained online or by contacting the Delaware County Facilities Management Office at (740) 833-2280, email jmelvin@co.delaware.oh.us, or in person at 1405 US Highway 23 North, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Professional Security Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Delaware County Commissioners
Jon Melvin, Director of Facilities

--- End of Advertisement ---

**LETTER OF INTENT TO SUBMIT BID
& "NO BID" FORM**

The Letter of Intent is not a commitment to submit a bid. By submitting a Letter of Intent, interested parties receive all correspondence relating to the ITB including the publication of all ITB requests for clarification, answers to questions submitted, and any Addendums to the ITB. Delaware County is not responsible for the timeliness of delivery via the US Mail. Please complete this form and return as soon as possible to:

Email: jmelvin@co.delaware.oh.us (preferred)

Date: _____

Fax: (740) 833-2279

Mail: Delaware County Facilities Management
Attn: Jon Melvin, Director of Facilities
1405 US Highway 23 North, PO Box 8006
Delaware, OH 43015

RE: ITB# 19-01 – Professional Security Services

Company Name: _____

Address: _____

City, State Zip: _____

Contact/Title: _____

Email: _____

Telephone: _____ Fax: _____

Delaware County will release all communications regarding this ITB via e-mail. Delaware County is not responsible for missed communications due to incorrect e-mail addresses, mailboxes that have exceeded their limit, or other e-mail or Internet service provider problems. Please indicate your intent below:

_____ We have reviewed the bid documents and it is our intent to bid.

"NO BID" FORM

_____ We have reviewed the bid documents. We decline to bid for the following reason(s):

Please check all that apply:

_____ Specifications too "tight", i.e. geared toward one brand or manufacturer (explain below).

_____ Insufficient time to respond.

_____ We do not offer this product or service.

_____ We are unable to meet the specification(s).

_____ We are unable to meet the bond requirements.

_____ Specifications are unclear.

_____ We are unable to meet insurance requirements.

_____ We are not interested in this bid, but wish to be considered for future solicitations.

_____ We are unable to obtain the documents.

_____ Other (specify below).

Remarks: _____

BID SPECIFICATIONS
ITB #19-01 – PROFESSIONAL SECURITY SERVICES

1. INSTRUCTIONS AND SPECIFICATIONS TO BIDDERS

The Delaware County Commissioners Office will receive bids for professional security services. The specifications, requirements and expectations for the bid award are as follows (all are minimum):

- A. Delaware County is seeking to enter into a three (3) year contract, renewable if agreed upon by both parties for three (3) additional one (1) year periods, for professional security services. Services are to provide armed guard services at the Delaware County Courthouse, Rutherford B. Hayes Services Building, the Frank B. Willis Building, and other facilities as needed.
- B. Services to be provided may include, but not limited to operation of single point entry, camera surveillance, perimeter/grounds inspections, and other duties as assigned by the Delaware County Sheriff's Office, the Director of Safety and Security, and/or the Facilities Director.
- C. Services to be provided at the Courthouse, 117 N Union St and the Rutherford B. Hayes Building, 145 N Union St is five (5) security guards. Coverage will be during normal business hours of 7:30 AM to 5:00 PM Monday thru Friday, excluding holidays.
- D. Services to be provided at the Frank B. Willis Building, 2079 US Highway 23 North, is one (1) security guard. Coverage will be during normal business hours of 8:00 AM to 5:00 PM Monday thru Friday and 8:00 AM to 2:30 PM on Saturdays, excluding holidays.
- E. Services to be provided is to include one (1) on-site supervisor to oversee all sites.
- F. Modification of normal business can occur when agreed to by both parties.
- G. A maximum of two guards may be unarmed at any time due to time consideration in awaiting certification. Unarmed guards shall only be temporary in nature while awaiting certification and for a maximum of four (4) months. The temporary placement of unarmed guards shall only coincide with armed guards.
- H. Additional Services as requested for meetings and events not during normal business hours (nights and weekends) as needed.
- I. The County offices are closed and will pay the standard hourly rate on the following holidays;
 - News Year's Day
 - Martin Luther King Day
 - President's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
 - New Year's Day

The County offices are closed for a half day and will pay for 4 hours at the standard hourly rate on the following holidays;

Little Brown Jug Day (Third Thursday after Labor Day)

Christmas Eve

New Year's Eve

- J. No price adjustment will be granted during the first twelve (12) months duration of the contract. Thereafter, should changes be approved to the Federal Minimum Wage Rates, Federal Mandatory Health Care Programs, Workers' Compensation and/or Unemployment Insurance rates and/or transportation costs, the Contractor may petition the County to increase the contract price(s). If approved by the County, the Contractor will only be entitled to the exact amount of the increase as approved in the respective program. The County will not agree to any increase that is retroactive to the start date of the Contract or is within the above stated time period that prices may not be adjusted. The Contractor must give the County a minimum of thirty-(30) calendar day notice prior to the effective date of the increase. The petition must be accompanied by documentary evidence to fully support the request (e.g. Federal Minimum Wage Scales, tariff schedules, etc.). If approved the increase will become effective on the date set forth in the request and will remain in effect for the duration of the Contract. Approval of said increase is at the sole discretion of the County. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.
- K. The contractor must notify the County 90 days prior to the expiration of any term of any cost increases for the renewal period.
- L. The point of contact for communication concerning the contract or to the Delaware County Commissioners is via the Director of Safety and Security or the Facilities Director in his/her absence.
- M. The security guards will work closely with the Delaware County Deputies and may be required to assist the Deputies, if requested by the Sheriff's Office or Deputies.
- N. Bidders should include with their bids a copy of any current SOG, post orders, operations manual and/or training manual they currently use that would be applicable to the operations for Delaware County. These submittals will be part of the information used for bid review and determination of the lowest and best bid.
- O. All bidders shall include any certification, accreditation and licenses the company has received. List all training, certifications, and licenses for security guards to be providing security services. List of all uniforms, equipment, and necessary supplies provided to security guards to be providing security services.
- P. The Contractor shall not assign any officer with a criminal conviction to a County location without first discussing such conviction, inclusive of all the facts and circumstances, with the County and obtaining the County's approval of such assignment.
- Q. The Director of Safety and Security, Facilities Director, or authorized representative reserves the right to request the removal and replacement of any guard, which he/she feels is not performing their duties properly. The replacement of the guard shall be accomplished within two (2) hours of such notification.

- R. The Contractor shall be responsible to provide replacement guard personnel due to sickness, personal emergencies, or vacations of assigned guard personnel in sufficient time to insure continuity of service. All replacement guards shall comply with applicable requirements.
- S. All bidders shall list at least three (3) professional references.
- T. All bidders shall provide proof of general liability insurance in the minimum amount of \$1,000,000.00 and proof of Work's Compensation Coverage.
- U. Delaware County will provide portable radios on the County's 800 MHz system for use while on County property.
- V. Delaware County will award the bid and contract based on the qualifications as presented and gathered, and meeting the terms and conditions of the bid specification to best serve the County's interest at a reasonable rate. Factors such as, but not limited to, location, years of operation, training, certifications, company policies for hiring and training, equipment provided, attention to detail, and past experience will be used to evaluate all bids. Lowest cost alone will not be the determining factor. Delaware County reserves the right to request additional information, such as financial statements, credit reports, etc., to determine lowest and best bid status.
- W. The Contractor is responsible for securing all materials/items while in their possession.
- X. Delaware County shall pay the contractor within thirty (30) days after receipt of any invoice.
- Y. Any questions should be submitted in writing to Delaware County Facilities Management, 1405 US 23 North, Delaware, Ohio 43015, by fax to (740) 833-2279, or by email to jmelvin@co.delaware.oh.us at least five (5) business days prior to the bid opening date and time.
- Z. These specifications and all bid documents shall become part of any awarded contract as if fully rewritten within.

Failure to complete all blanks and sign the Bid Form in full or failure to comply with all specifications and instruction could result in the non-acceptance of your bid.

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2. GENERAL INSTRUCTIONS TO BIDDERS Applied to all bids.

- 2.1 **Legal Framework:** This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.
- 2.2 **Bond Requirements:** Section 307.88 of the Ohio Revised Code governs the requirements of bid bonds. A bid bond or a certified check, cashier's check, or money order on a solvent bank or savings and loan association (any other form of bond, including Company or Personal Checks shall be rejected and the bid will be disqualified) in the amount of **One Thousand dollars (\$1,000.00)** payable to Delaware County Board of Commissioners shall accompany each bid as a guarantee that, if a bid is accepted, a contract shall be entered into and its performance properly secured. Said bid security must be included with each bid or the bid will be disqualified. Said bid security will be returned to all successful and unsuccessful bidders within thirty (30) days of contract execution unless otherwise notified.
- 2.3 **Property Taxes:** A completed, notarized affidavit regarding delinquent personal property taxes in Ohio is required to be completed before a contract is awarded. A blank copy is included with the bid package.
- 2.4 **Unresolved Findings for Recovery:** Per Ohio Revised Code Section 9.24 (A) No political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person against whom a finding for recovery has been issued by the auditor of state, if the finding for recovery is unresolved. Before awarding a contract for goods, services, or construction, paid for in whole or in part with state funds, a state agency or political subdivision shall verify that the person to whom the state agency or political subdivision plans to award the contract does not appear in the database described in division (D) of section 9.24. Unresolved finding for recovery may result in the rejection of a bid.
- 2.5 **Equal Opportunity:** The contract shall contain provisions similar to those required by Section 153.59 of the Ohio Revised Code which state in part:
- a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.
 - b. That no contractor, subcontractor, or any person acting on behalf of any contractor or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.
- 2.6 **Specifications:** The specifications become fully a part of any and all contract documents as if repeated in all components thereof. Should the language of the specifications be in conflict with the language of the bid proposal, the language of the Specification shall prevail. It shall be understood and agreed that Delaware County shall determine whether the goods and services furnished under this contract are of satisfactory quality. Delaware County reserves the right to change the specifications pursuant to the contract at any time during the term of the contract. If said changes necessitate price adjustments in the payment schedule, a satisfactory adjustment will be negotiated between Delaware County and the contractor. Said work shall be executed on a time and material or other negotiated basis.

The descriptions, manufacturers, and brand names used in MOST specifications are for the sole purpose of depicting the quality and type of article expected. These are acceptable minimums. All bids must be on materials, supplies, or equipment which equal or exceed all phases of these specifications as determined by the Delaware County. Any bidder quoting materials, supplies, or equipment different from those used in the specifications shall furnish with his bid evidence that the item bid is of at least equivalent quality and type as those detailed in the specifications.

Any substitutions for parts, materials, supplies, or equipment being requested in the specifications should be clearly noted and marked as substitutions on the appropriate form.

- 2.7 **Pricing:** Where applicable, prices should be stated in units or quantities specified. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
- 2.8 **Form and Contents of Proposals:** Only those bid proposals which are submitted on the required forms enclosed with the bid documents will be considered. Any notations to or deletions from the bid forms, special notations, unauthorized alterations or conditions not contemplated in the specifications may serve to render the bid proposal unacceptable. Delaware County reserves the right to accept the bid and to waive any irregularities in any bid proposal. Blank spaces in the proposal must be complete and the phrasing of the proposal is not to be changed. Delaware County reserves the right to determine a bid to be non-responsive and to reject any, or all bids. Omissions, evasions, alterations, additions or irregularities of any kind shall constitute sufficient cause for rejection of the bid.
- 2.9 **Clarifications, Amendments, and Addendums** If a Bidder discovers any inconsistencies, errors, or omissions in the Request for Bids, the Bidder should request clarification from Delaware County. Such requests will be made only in writing. No other form for submitting clarifications is acceptable. Interested parties must submit all questions, in writing to Jon Melvin, Director of Facilities, 1405 US Highway 23 North, Delaware, Ohio 43015, by fax to (740) 833-2279, or by email to jmelvin@co.delaware.oh.us at least five (5) business days prior to the bid opening date and time to be considered for a response.

Clarifications will be issued no later than four (4) business days before the date of Bid opening, unless otherwise noted. Requests for clarifications received after the above time frame will not be considered unless the County ascertains that the answer to the clarification could result in a material change to the specification which could affect all bids.

During the bid process, Bidders may be furnished certain addendums or clarifications covering additions and/or deletions to the ITB documents. Addendums or clarifications will be included in the Bid Documents and will become a part of Contract. Addendums or clarifications may be issued at any time preceding the bid opening date. Delaware County reserves the right to postpone the bid opening for its convenience. Any information given a prospective Bidder concerning the bid will be furnished by written addendum only and promptly furnished to all other prospective Bidders as an addendum or clarification. Oral instructions, given before the opening of a bid or the award of a contract, will not be binding. All addendums will be released via email and be posted to the Delaware County website: <http://www.co.delaware.oh.us/index.php/bids>. Those interested in submitting a response to this Invitation to Bid shall notify Delaware County by submitting the Letter of Intent to Submit Bid included in the Bid Documents and monitor the web site for any addendums or clarifications to assure complete compliance with specifications, terms and conditions. Delaware County is not responsible for missed communications due to incorrect e-mail addresses, mailboxes that have exceeded their limit, or other e-mail or Internet service provider problems.

- 2.10 **Bidder's Signature:** Each bid submitted by a vendor must be signed by the person(s) legally able to bind the company or firm bidder with his or her 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 Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner." Failure of the bidder to sign in the space provided may be cause for rejection of the bid.
- 2.11 **Submission Guidelines for Bids:** Bid proposals should be enclosed in an envelope, sealed and CLEARLY MARKED with the Project Title, Response Date, and a Bid Opening Time specified in either the legal notice or the Bid Proposal forms provided. All Bid Form documents must be returned intact, and all pages must be in the proper sequence. If a vendor does not wish to bid, the proposal should be returned marked "NO BID" on the appropriate form. Any bid submitted to Delaware County is to be prepared at the bidder's expense. Acceptance of a bid shall not constitute an agreement between the bidder and Delaware County. Delaware County shall have no liability whatsoever to any bidder whose bid is not accepted.
- 2.12 **Late Bids:** All sealed bids received after the time and date indicated in the Notice to Bidders and on the Bid Form, for any reason, will not be opened and will be rejected. The time clock in the Delaware County Board of Commissioners' Office will serve as the official record of the time and date that sealed bids are received and will be the sole factor in determining if bids are received in time to be considered.

- 2.13 **Public Record and Treatment of Confidential and Proprietary Information:** Once bids are opened, they are public records as defined in ORC §149.43 and are subject to all laws appurtenant thereto. All materials in the bid will become the property of Delaware County and may be returned only at Delaware County's discretion. Bid documents/materials submitted to Delaware County are public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC §149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC §149.43.
- 2.14 **Bid Evaluation Period:** Delaware County reserves the right to review proposals for acceptance or rejection for a period of up to 60 days from the bid opening date. (The normal evaluation period, however, is less than 30 days.) The County reserves the right to reject all bids, to waive technicalities, and to request a re-bid on the required items, products, or services.
- 2.15 **Withdrawal of Bids:** Bidders may withdraw their proposals at any time prior to the closing date for the receipt of the bids. After the bid opening, bidders may not withdraw their proposals or bids during the bid evaluation period. Withdrawal of a bid after the bid opening may expose a vendor to legal liability for excess cost incurred thereby, and result in a bid being awarded to the next lowest and best bidder.
- 2.16 **Taxes and Shipment Requirements:** Delaware County does not pay federal transportation, local, state or federal sales taxes. All shipments shall be F.O.B. destination, freight prepaid. The successful bidder will be furnished an exemption certificate if needed. Delivery shall be made during normal County working hours and to the destination shown on the County's purchase order. Under normal bid situations, ability to provide and deliver products in a timely manner is essential, and may be a factor in awarding a bid critical to meeting County operational needs.

In entering Delaware County property to deliver materials or perform work as a result of a bid award, the successful bidder will assume the total obligation and expense of obtaining all necessary liability insurance, workers compensation, licenses and permits when required. The bidder shall be liable for any damages to Delaware County caused by the negligence of the bidder, his agent, and/or subcontractors.

- 2.17 **Samples and Product Literature:** Samples and product literature must be furnished free of cost to Delaware County and may be returned to unsuccessful bidders at that bidder's expense upon request, after award or rejection of a contract. Photographic literature (or cut sheets) of each item bid may be supplied with a bid by the bidder. In some bids, this may be a requirement indicated in the specifications section. If the products or items being procured by competitive bid carry warranties and/or service agreements, detailed information regarding such warranties and service agreements must be included with the vendor's bid proposal.
- 2.18 **Award of Contract:** The contract will be awarded to the lowest and best bidder as defined in ORC Section 307.90 and as determined by Delaware County. Delaware County reserves the right to determine the lowest and best bid based upon information provided in the bid, gathered as part of the review of bids, additional information provided by the bidder upon specific request of Delaware County or their agents. Delaware County reserves the right to reject any and all bids, to waive any and all informality, and to disregard all non-conforming responsive or conditional bids. Grounds that may result in a finding by Delaware County that a bidder is not lowest or best include, but are not limited to:
- a. The bid is not the lowest bid.
 - b. The bid fails to respond to bid specifications in all material respects and contains a deviation that affects bid amount or gives the bidder an unfair competitive advantage.
 - c. The bidder is not responsible based upon factors such as the following but not limited to; the experience of the bidder, his financial condition, his conduct and performance on previous contracts, his facilities, his management skills, and his ability to execute the contract properly.
 - d. The bidder fails to comply with any bid instructions.
 - e. The use of loss leaders is apparent.
 - f. The bid bond is not submitted with bid.
 - g. A bid form that requires a signature by the authorized officer of the company is not signed by said officer.
 - h. The bid contains corrections (i.e. erasing, correction fluid, etc.) that are not initialed by an authorized officer of the company.

- i. The bid contains irregularities, deletions, additions not required by the contract documents, conditional or obscure language, or illegible bid forms.
- j. A bidder is in arrears or in default to Delaware County upon any debt or contract, or a defaulter as surety upon same, or has failed to perform faithfully any previous contract with Delaware County.
- k. A bidder has delinquent taxes.

After award of contract to a bidder, no order placed shall be considered binding without the proper certificate by the County Auditor that the funds are available. Any order on the contract without such a certificate is void, and no payment may be made on the contract. This certificate is part of the original purchase order which each individual department or office must provide for their orders.

2.19 **Cooperative Purchasing:** Per Ohio Revised Code section 9.48, a county or township may permit one or more other counties or townships to participate in contracts into which it has entered for the acquisition of equipment, materials, supplies, or services. Contractors may receive purchase orders from other political subdivisions from a contract awarded pursuant to this bid. Contractors shall deal directly with the ordering political subdivision. Invoices shall be sent to the ordering political subdivision and not to Delaware County. The Contractor will look solely to the Political Subdivision's performance, including but not limited to payment, and will hold Delaware County harmless with regard to such orders and the Political Subdivision's performance. But Delaware County will have the right to terminate any contract and seek such remedies on termination should the Contractor fail to honor its obligations under an order from a Political Subdivision.

2.20 **Patent or Copyright Liabilities:** The Vendor will protect, defend and hold free and harmless Delaware County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs supplied hereunder infringes a U.S. patent or copyright. The Vendor will pay all resulting costs, damages, and attorney's fees to defend Delaware County against such claims. Delaware County will promptly notify the Vendor in writing of all claims, and the Vendor will have control of the defense and all related settlement negotiations. If such claim has occurred, or is likely to occur, Delaware County agrees to permit the Vendor, at Vendor's option and expense, either to procure for Delaware County the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the Invitation to Bid.

**Delaware County Facilities Management
BID FORM**

The undersigned Bidder, _____, having carefully inspected the Public Notice and instructions to Bidders proposes to provide Delaware County Professional Security Services at the unit price indicated, and in accordance with these bid documents.

The following Documents are attached to this Bid Form:

- The full name of every person or company interested in the bid.
- Bid bond or Certified Check in the amount of \$1,000 made payable to Board of Delaware County Commissioner.
- Non-Collusion Affidavit
- Delinquent Real Estate and Personal Property Tax Affidavit.

Bids will be opened and publicly read on: **Wednesday, March 20, 2019 at 10:00am.** No bids will be received, opened, and/or considered after this time.

Any and all addendums issued must be listed, failure to acknowledge receipt of an addendum may result in the rejection of your bid.

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____

3. COMPANY INFORMATION

Company Name: _____
Address: _____

Contact Person: _____
Title: _____
Telephone/Fax: _____

How many years has your company been in operation? _____

4. REFERENCES

List at least three (3) professional references.

a. Company/Business: _____
Address: _____

Contact Person/Title: _____
Telephone: _____
Provided services from: _____ to: _____.
Services provided: _____

b. Company/Business: _____
Address: _____

Contact Person/Title: _____
Telephone: _____
Provided services from: _____ to: _____.
Services provided: _____

c. Company/Business: _____
Address: _____

Contact Person/Title: _____
Telephone: _____
Provided services from: _____ to: _____.
Services provided: _____

5. PROFESSIONAL SECURITY SERVICES BID for Armed Security Officers.

A. Armed Security Officers - Cost per Man Hour \$ _____/Hr.

B. Armed Supervisor - Cost per Man Hour \$ _____/Hr.

Attach to the bid form a copy of all certification, accreditation and licenses the company has received. List and/or provide a copy of all training, certifications, licenses, SOG, post orders, operations manual, and/or training manual for the employees who will be providing security services. List all standard issue equipment and/or technology to be provided with employees who will be providing security services.

6. ADDITIONAL SERVICES (optional) List unit pricing for any additional services offered. Attach additional documentation as necessary.

Service:	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNATURE LINE Must be completed in full for all bids.

The undersigned has carefully read all documents and is submitting to Delaware County this bid for Professional Security Services.

Contact person for any questions concerning this bid:

Name: _____

Email: _____

Telephone: _____

By (Signature) _____

Print Name _____

Date _____

Company _____

Address _____

NON-COLLUSION AFFIDAVIT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is __
_____ (president, secretary, sole owner, etc.) of:

_____; the party making the foregoing proposal of bid;
that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the County of Delaware or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence by the above named
person this ____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

PERSONAL PROPERTY & REAL ESTATE TAX AFFIDAVIT

STATE OF _____ }
 } SS:
COUNTY OF _____ }

_____ being first duly sworn, deposes and says that he/she is (president, secretary, sole owner, etc.) of: _____ the party making the bid, with offices located at: _____ and as its duly authorized representative states that effective this _____ day of _____, 20____ (date of submission of the bid) the (Name of Vendor) _____

- () Is NOT charged with delinquent personal property or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

- () Is charged with delinquent personal property taxes and/or real estate taxes on the general list of real and personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio. The County and Amount of delinquent personal property taxes is listed below and includes total amount and any penalties and interest thereon.

County: _____ Amount: _____

Affiant

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires: _____

SAMPLE CONTRACT

This Contract made by and between:

<Contractor>

<Address>

(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 #19-01 PROFESSIONAL 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 _____ dollars (\$ _____), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on March 20, 2019.
- 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 _____, and ending _____.
- 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.

<SIGNATURES>