

INVITATION TO BID

ITB #19-05

9-1-1 TOWERS BATTERIES REPLACEMENT 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 #19-05 – 9-1-1 TOWERS BATTERIES REPLACEMENT**

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, May 8, 2019, at which time they will be publicly opened and read and the contract awarded as soon as possible, for the replacement of batteries at various 9-1-1 towers 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 \$500.00 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 9-1-1 Towers Batteries Replacement." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.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# 19-05 – 9-1-1 Towers Batteries Replacement

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 #19-05 – 9-1-1 TOWERS BATTERIES REPLACEMENT

1. INSTRUCTIONS AND SPECIFICATIONS TO BIDDERS

The Delaware County Commissioners Office will receive bids for the replacement of batteries at various 9-1-1 towers. The specifications, requirements and expectations for the bid award are as follows (all are minimum):

- A. Replacement of Absolyte GNB wet cell batteries connected to our Eltek Flatpack 1 compact DC Power System. The batteries are used by Delaware County to provided operating power and charge the backup battery for Radio Transmitter sites and the Radio System Master site. The Eltek charges the -48 VDC backup battery while providing operating power, the system maintains a 53.4 VDC float voltage to the battery. During periods of loss of power, voltage is provided from the -48 VDC backup battery, via a disconnect switch, located on the rack below the Eltek equipment.

The Absolyte GNB 90G11 battery consists of 6 cells arranged horizontally, in 4 rows stacked vertically, and connected to provide 48 VDC. The Eltek is connected to provide a negative referenced power source (positive lead from Eltek to negative terminal of battery, negative lead from Eltek to positive terminal of battery). Plastic guards provide protection from contact of the terminal connection of the battery and from the buss bars connecting individual cells.

- B. There are a total of ten (10) tower sites throughout Delaware County.
- C. Pricing includes: new Absolyte GNB 90G11 batteries, dock to dock freight and delivery to each individual tower site, installation of new batteries and removal and EPA-approved disposal of old batteries.
- D. Installation will completely replace the existing battery stack with a new stack, new interconnection bus bars and new + and – terminals. Existing main wires will be reused. Each stack will also include clear safety shields to prevent touching of the live terminals.
- E. 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.
- F. The Contractor is responsible for securing all materials/items while in their possession.
- G. Delaware County shay pay the contractor within thirty (30) days after receipt of any invoice.
- H. 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.
- I. 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.

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 **Five Hundred dollars (\$500.00)** 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 9-1-1 Towers Batteries Replacement 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 \$500 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, May 8, 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. BID FORM

<i>Description</i>	<i>Site cost</i>	<i>Qty.</i>	<i>Lump Sum Total</i>
Lump sum per site	\$ _____	10	\$ _____

Sum in words: _____ dollars

5. ADDITIONAL INFORMATION

Manufacturer: _____ Model No.: _____

Battery Warranty: _____ Labor Warranty: _____

Lead Time: _____

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 9-1-1 Towers Batteries Replacement .

Contact person for any questions concerning this bid:

Name: _____

Email: _____

Telephone: _____

By (Signature) _____

Print Name _____

Date _____

Company _____

Address _____

SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and [Click here to enter text.](#) (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONTRACTOR

- 1.1 The Contractor will provide “Services” in connection with the following “Project”:
Insert short description of the project, including location, limits and type of work
- 1.2 Services shall be defined in and rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:
List all documents including Scope of Services and Fee Proposal with date of each
- 1.3 In the event of a conflict between the terms and conditions stated in this Agreement, consisting of pages 1 through 6, and any of the documents incorporated by reference herein, the terms and conditions stated herein shall take precedence.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Director of Emergency Communications as the Project Manager and agent of the County for this Agreement.
- 2.2 The Project Manager shall have authority to review of changes, commencement, and suspension of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Project, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Fee Proposal noted in Section 1.2 and as follows:
- 4.2 For all services described in the Scope of Services and Fee Proposal, the annual lump sum fee shall be Insert “lump sum base fee amount”.
- 4.3 Total compensation under this Agreement shall not exceed Insert “total contract amount” without subsequent modification.
- 4.4 The fees specified above shall constitute full compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Services.

5 NOTICES

- 5.1 “Notices” issued under this Agreement shall be served to the parties listed below in writing. The parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Patrick Brandt, Director
Address: 10 Court St., Delaware, OH 43015
Telephone: (740) 833.2057
Email: pbrandt@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Insert name of consultant principal
Address of Firm: Street address including suite #, if any
City, State, Zip: City, state, zip
Telephone: Typed name
Email: email of project manager

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Project Manager and shall be in accordance with the Contractor's Price Proposal.
- 6.2 Invoices shall be submitted to the Project Manager by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written Notice to Proceed ("Authorization") from the Project Manager and shall complete the Services in accordance with the Proposal.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Project Manager may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 INDEMNIFICATION

- 9.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. 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 Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement 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.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <http://www.co.delaware.oh.us/index.php/policies>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

<SIGNATURES>

Exhibit A – Pictures

