INVITATION TO BID

ITB #26-04
SNOW REMOVAL SERVICES
FOR DELAWARE COUNTY

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

JEFF BENTON
BARB LEWIS
GARY MERRELL

PROJECT MANAGER:

DELAWARE COUNTY FACILITIES MANAGEMENT

1610 State Route 521
Delaware, Ohio 43015
Phone: (740) 833-2280

PUBLIC NOTICE
INVITATION TO BID

Bids shall be submitted electronically through the www.bidexpress.com web service until 2:00PM on Thursday, October 29, 2026, at which time they will be publicly received and read aloud for the following:

ITB #26-04 – SNOW REMOVAL SERVICES

All proposals shall be submitted electronically through the web service www.bidexpress.com. A Bid Guaranty in the amount of $500.00 must be submitted with each bid, pursuant to the requirements of O.R.C. 307.88.

Copies of the bid documents and specifications must be obtained from www.bidexpress.com. All bidders must register and be a member of the web service to bid on the project.

Bid award shall be to the lowest and best bidder as determined by Delaware County. Delaware County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids. Each bid shall contain the full name and address of the bidder and all interested parties. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Notice to Bidders are posted on the Delaware County website and social media account and may be viewed at www.co.delaware.oh.us under the heading "Public Notices and Bids".

<End of Advertisement>

INSTRUCTIONS TO BIDDERS

ITB #26-04 – SNOW REMOVAL SERVICES

Please direct all Pre-Bid questions to the project site on the www.BidExpress.com webservice.

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. Receipt and Opening of Bids: The Delaware County Board of Commissioners invites bids through the www.bidexpress.com web service. All portions of the bid must be appropriately filled in. Bids will be received online until **Thursday, October 29, 2026, 2:00 PM EST** at which time they shall be publicly received, opened and read aloud. The Board of Commissioners may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

3. Bid 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.

4. Submission Guidelines for Bids: By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which the resulting contract will be accomplished. This includes the contents of all bid documents, regulations, and applicable laws.

Each bid will be submitted through www.bidexpress.com. To access this Project through the electronic bidding service, you must first register at https://bidexpress.com by clicking on the "REGISTER FOR FREE" button and following the instructions. In order to bid, you must create and enable a digital ID within the service. This process requires the submission of notarized paperwork and may take up to five business days to complete. There are no fees to register, create and enable a digital ID, or to download bid documents. There is a small expense on a monthly or per bid basis to submit a bid. The electronic bidding service offers customer support that may be reached at (888) 352-2439 or via email at support@bidexpress.com.

All portions of the bid must be filled in.

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.

5. Addenda and Interpretations: No official interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

During the bid process, contractors may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents.

Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays. Delaware County reserves the right to postpone the bid opening for its convenience.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing through the project site on the www.BidExpress.com webservice and to be given consideration, must be received at least five (5) business days prior to the date fixed for the bid opening. Any information given to a prospective contractor concerning the ITB will be furnished promptly to all other prospective contractors as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective contractors.

6. Bidder's Signature: The firm, corporate or individual name of the bidder must be completed in the electronic signature portion of the bid. Electronic signature shall consist of the verified user completing and properly submitting

the bid through the user's authorized web service account. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of the partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

7. Rejection: Ohio Revised Code sections 307.90 and 307.91 permits the County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products, or services. Delaware County Board of Commissioners reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful contractor against Delaware County Board of Commissioners.

8. Bid Evaluation Criteria and Award: This bid will be awarded to the lowest and best bidder whose bid meets the requirements and criteria set forth in the Invitation to Bid. Bids are typically evaluated within 60 days.

Factors that may determine the lowest and best bid include, but not limited to:

- Price.
- Quality of the bidder's product or services.
- Capability of the bidder to perform the contract.
- References (If required).
- Bid responsiveness to overall specifications.
- Corporate history, make-up, and financial condition.
- Project staffing.

9. 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.

10. 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.

11. Equal Opportunity: The contract shall contain provisions similar to those required by Section 153.59 of the Ohio Revised Code which state in part:

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.

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.

12. 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.

13. 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 pursuit 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.

BID SPECIFICATIONS

ITB #26-04 – SNOW REMOVAL SERVICES

Please direct all Pre-Bid questions to the project site on the www.BidExpress.com webservice.

The Delaware County Commissioners' Office will receive bids for Snow Removal Services. The specifications, requirements and expectations for the bid award are as follows (all are minimum):

A. The bid is for a two (2) season period beginning upon award of bid and ending on August 31, 2028. The contract may be renewed for up to Three (3), one (1) year periods with the first option beginning on September 1, 2028, if agreed upon by both parties. Any increases in costs of materials, i.e. a market increase in calcium chloride or rock salt, or cost of snow removal for additional locations may be negotiated before any renewal period. Delaware County reserves the right to terminate any contract for non-performance by providing written notice fifteen (15) days in advance.

B. Bids are to be for snow removal on all locations listed on the form of bid. Snow is to be plowed at 1 ½" to 2" snow fall before 7am where practical and feasible. All Emergency Services (ES) locations, such as, EMS Stations, Sheriff's Offices, and 9-1-1 Parking lot (Carnegie Building) are to be plowed or have ice melting applied as soon as warranted at any time of the day, 7 days a week to assure they can maintain emergency operations. These locations may also require multiple passes during a major snow event.

C. Bids for salt application are to be a unit cost including salt, equipment, and labor, for the application of rock salt per each location and include the estimated quantity of salt for each location. The estimated quantity of rock salt required to cover each location is to be for a typical snow fall application. Additional applications may be needed for freezing rain or heavy ice conditions. The County makes no guaranty on any minimum purchase of ice melting agents.

D. Areas to be maintained include all driveways and parking lots unless specified otherwise. Sidewalks are not included as they are maintained by the County.

E. Bid award will be to the lowest and best bidder, as determined by the County. Cost of snow removal, ice melting agents, equipment, prior experience providing service to the County, bidder's integrity, and review of references will be used to determine lowest and best.

F. Bidders must have the proper equipment and personnel to service all locations within a reasonable amount of time. Bidders must provide a list of equipment that will be used. Availability of equipment and personnel will be part of determining the lowest and best bid.

G. Bidders are responsible for reviewing all locations listed for exact size and areas to be plowed. Approximate areas are indicated in Exhibit "A".

H. All bidders shall list at least three (3) references for snow removal experience.

I. Bidders shall provide proof of general liability insurance, auto liability insurance covering all owned, non-owned and hired vehicles used, and Work's Compensation coverage. If not submitted with the Bidder response, copies of the respective insurance certificates shall be filed within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive.

J. The Contractor is responsible to repair or pay for the repair of any property damaged by the Contractor.

K. The Contractor and its employees must be properly licensed to operate equipment, when necessary (Ohio Driver's License, etc.).

L. Delaware County shay pay the contractor within thirty (30) days after receipt of any invoice.

M. These specifications and all bid documents shall become part of any awarded contract as if fully rewritten within.

SAMPLE CONTRACT

SERVICES AGREEMENT

This Agreement is made and entered into on _____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 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 snow removal services for the County (the "Services").

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:
ITB #26-04 Snow Removal Services bid documents and electronic bid forms.

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 Facilities (the "Director") as the agent of the County for this Agreement.

2.2 The Director shall supervise, and have authority to order 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 Services, 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 Bid Documents and Contractor's Bid noted in Section 1.2.

4.2 For all Services, the estimated per "snow event" fee based on the unit pricing in the bid documents 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 PAYMENT

5.1 Compensation shall be paid periodically, as set forth in the Proposal, based on invoices submitted by the Contractor and approved by the Director.

5.2 Invoices shall be submitted to the Director 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.

5.3 The County shall pay invoices within thirty (30) days of receipt.

6 NOTICE TO PROCEED, COMPLETION, DELAYS AND EXTENSIONS

6.1 The Contractor shall commence Services upon written orders to proceed from the Director and shall complete the Services promptly in accordance with the Proposal.

6.2 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 Director may grant such an extension provided that all other terms of the Agreement are adhered to.

7 INDEMNIFICATION

7.1 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.

8 INSURANCE

8.1 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.

8.2 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.

8.3 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.

8.4 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 8.1 and 8.2. Contractor shall require all of its subcontractors to provide like endorsements.

8.5 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.

9 MISCELLANEOUS TERMS AND CONDITIONS

9.1 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.

9.2 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.**

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.

9.8 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.

9.9 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 https://humanresources.co.delaware.oh.us/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.

9.10 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.

9.11 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 or military status 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 or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Contractor further certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(*The remainder of this page is left intentionally blank)*

ITB #26-04 SNOW REMOVAL SERVICES
Exhibit A – Location Maps

1. (ES) Delaware County Jail 844 US 42 North



2. (ES) Former Maintenance Building 1405 US 23 North



ITB #26-04 SNOW REMOVAL SERVICES
Exhibit A – Location Maps

3. (ES) Sheriff's Office South Substation 7991 Columbus Pike, Lewis Center



4. (ES) EMS Station #1 Delaware 909 US 23 North

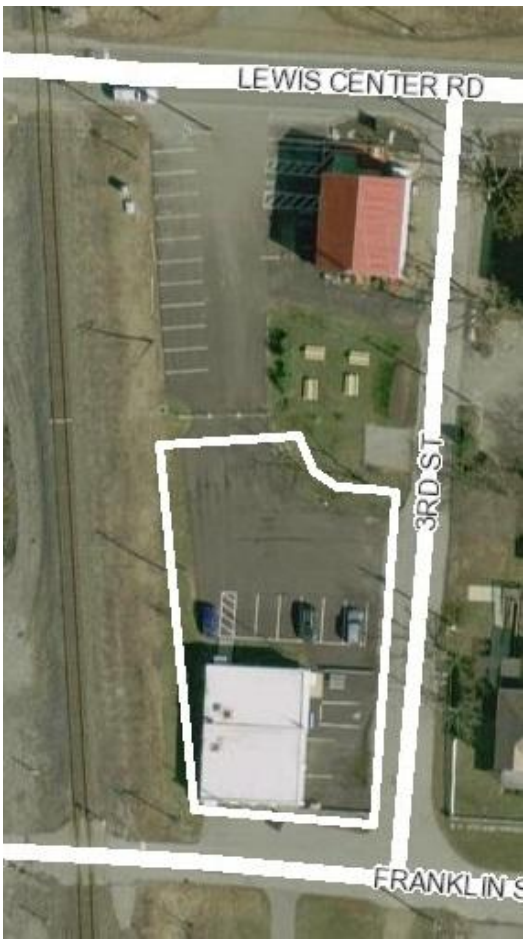


ITB #26-04 SNOW REMOVAL SERVICES
Exhibit A – Location Maps

5. (ES) EMS Station #2 Sunbury 283 W. Granville St.



6. (ES) EMS Station #3 Lewis Center 626 Third St.



ITB #26-04 SNOW REMOVAL SERVICES
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7. (ES) EMS Station #5 Ashley 245 W. High St.



8. (ES) EMS Station #7 Genoa 6305 Frost Rd., Westerville



9. (ES) EMS Station #8 Scioto 6457 Marysville Rd., Ostrander



10. (ES) EMS Station #9 Harlem 13961 Woodtown Rd., Galena



ITB #26-04 SNOW REMOVAL SERVICES
Exhibit A – Location Maps

11. (ES) Dog Shelter 4781 County Home Rd.
Includes driveway from County Home Road back to shelter.



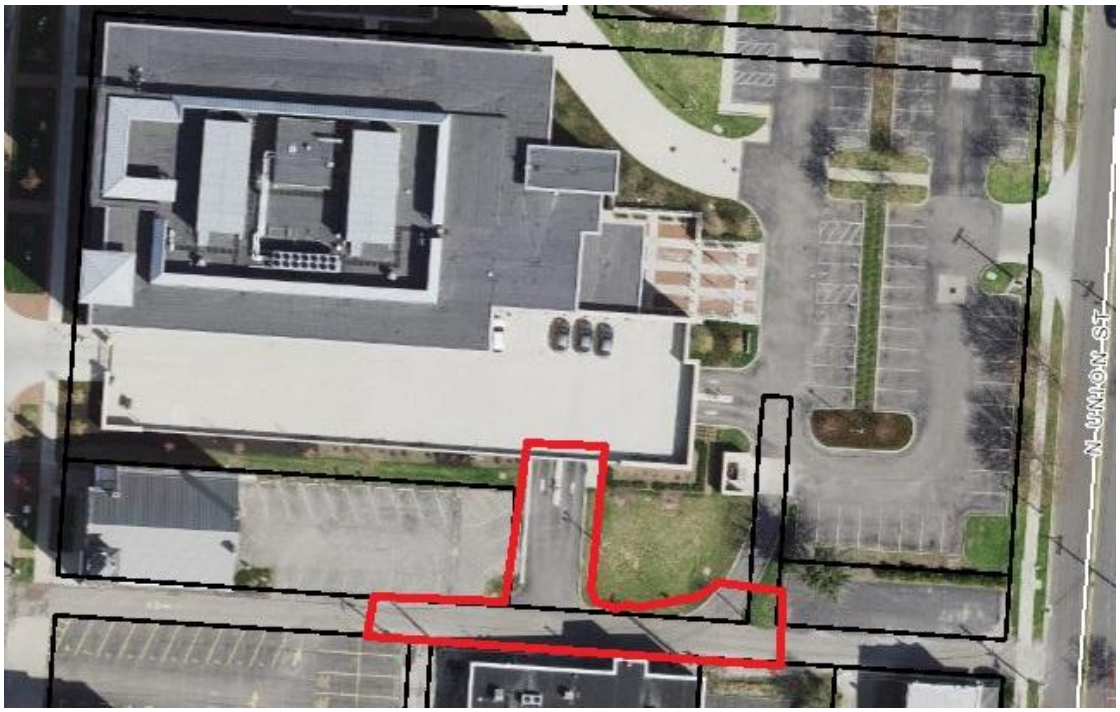
12. (ES) Carnegie Building rear parking lot (9-1-1) 101 - 115 N. Sandusky St.



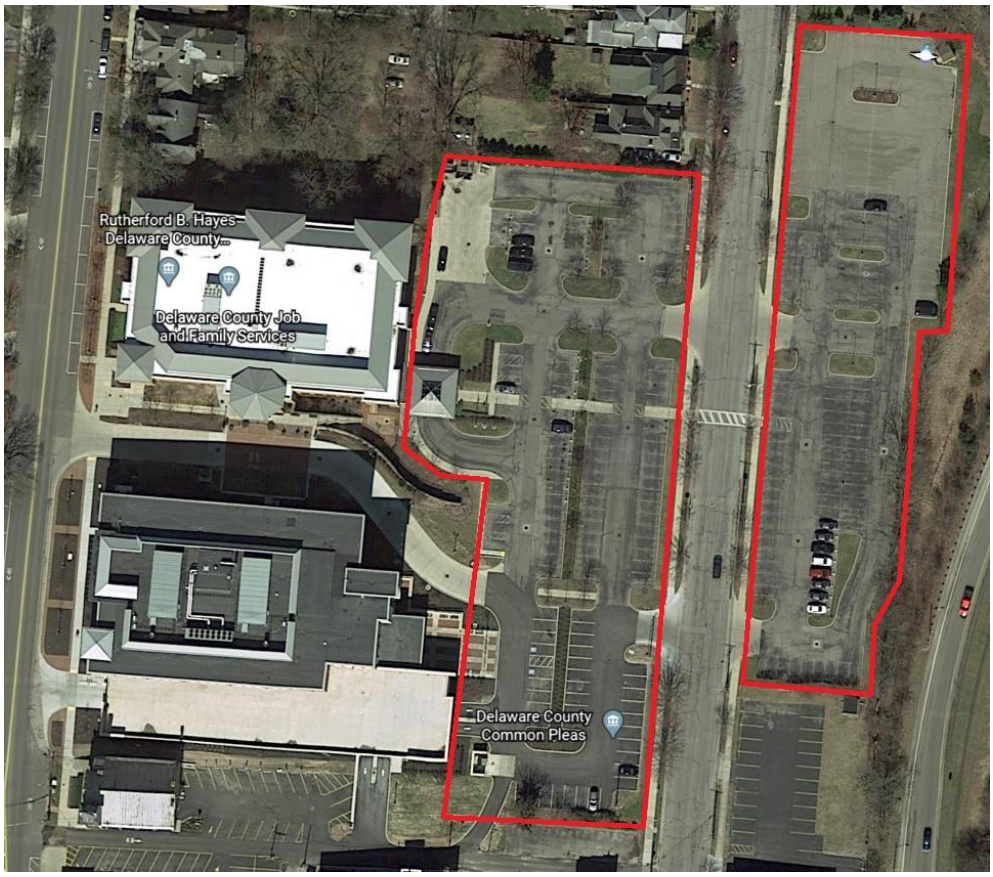
13. Historic Courthouse parking and Court Street Parking Lot 91 N Sandusky St.



14. Courthouse 200 Parking Entrance & Alley 117 N. Union St.
Location is a priority during the week due to the hill in alley and entrance.



15. Hayes Building & Courthouse. 117 & 145 N. Union St.



16. Wolf Building 149 N. Sandusky St.



17. Willis Government Building 2079/2081 US Highway 23 N.



18. Prime Site Tower 1251 US Highway 23 N.

