

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2011

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Dennis Stapleton, President
Ken O’Brien, Vice President
Tommy Thompson, Commissioner

RESOLUTION NO. 11-1423

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 8, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on December 8, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1424

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL SESSION HELD DECEMBER 8, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in a special session December 8, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that work session is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous special session.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1425

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1214 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1214:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1214 and memo transfers in batch numbers MTAPR1214 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Delaware Cab	Job and Family Transportation	22411601-5355	\$ 10,000.00
Jog	Job and Family Program	22311611-5348	\$ 6,636.79
Pitney Bowes	Mail Services	10011105-5331	\$ 17,515.00
CEBCO	Health Insurance Premiums	60211902-5370	\$700,000.00

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1106407	SANDUSKY COUNTY JFS	COLLABOR8 PROFESSIONAL SERVICES	22411601 - 5301	\$27,000.00	0001

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R1106407	SANDUSKY COUNTY JFS	MAINTENANCE	22411601 - 5320	\$1,372.75	0002
R1107022	GEO BYERS SONS INC	REPAIR OF MEDIC 2	10011303 - 5328	\$5,900.00	0001
R1107107	BOARD OF DEVELOPMENTAL DISABILITIES	CLUSTER AGREEMENT ER	22511607 - 5342	\$8,680.20	0001
R1107115	C & C ELECTRIC MOTOR SERVICE LLC	MOTOR FOR SOLIDS HANDLING BLOWER AT ALUM CREEK	66611904 - 5450	\$10,775.00	0001
R1107116	CARBON ENTERPRISES INC	GRAVEL AND SAND FOR FILTERS AT SCIOTO RESERVE	66611907 - 5201	\$7,728.80	0001
Vote on Motion Mr. O'Brien Nay Mr. Thompson Aye Mr. Stapleton Aye					

RESOLUTION NO. 11-1426

IN THE MATTER OF APPROVING THE SPECIFICATIONS, LEGAL NOTICE AND SETTING THE
BID DATE AND TIME FOR THE PROJECT KNOWN AS THE DELAWARE FIBER LATERAL
PROJECT:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the County Auditor and Data Center Administrator recommend approval of the specifications, legal notice and setting the bid date and time for the project known as the Delaware Fiber Lateral Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the specifications, legal notice and the bid date of January 20, 2012 for the project known as The Delaware Fiber Lateral Project.

Public Notice
Invitation to Bid
Delaware Fiber Lateral Project

Sealed bids will be received by the Delaware County Board of Commissioners, c/o Steve Lewis, Data Center Administrator, 101 North Sandusky Street, Delaware, Ohio 43015, until 10:00 A.M. on January 20, 2012, at which time they will be publicly opened and read aloud, for the project known as the Delaware Fiber Lateral Project.

This Public Notice is posted on the Delaware County website at the following address:
www.co.delaware.oh.us/bidinfo.htm. This Public Notice, and the bid documents, will be available in PDF form listed under “Delaware County Bid Openings” with the title “Delaware Fiber Lateral Project.”

The Delaware Fiber Lateral Project includes the installation and development, and potential management and maintenance, of fiber optic cabling connecting at various points to an existing fiber link.

The proposals must be made on the forms provided in the bid documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “SEALED BID FOR DELAWARE FIBER LATERAL PROJECT”. Bids shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid.

The Owner of the project is the Delaware County Board of Commissioners. Copies of the bid documents may be obtained from the Delaware County Data Center Office, 10 Court Street, Delaware, Ohio 43015, during normal business hours, 8:30 A.M. to 4:30 P.M., Monday through Friday, at a cost of Five Dollars (\$5.00), or downloaded from the Delaware County website at www.co.delaware.oh.us/bidinfo.htm, free of charge.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Date: Monday, December 19, 2011

IMPORTANT NOTE

By submitting a Bid, Bidders will be presumed to be familiar with all the instructions, requirements, and specifications set forth in this ITB. Bidders are advised to read, understand, and become familiar with the instructions, requirements, and specifications set forth in this ITB.

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Section 1 – Definitions

1.1 Definitions

The following definitions apply to this ITB and related documents:

- A. “Bidder” means any person, company, partnership, or firm submitting a bid pursuant to this ITB. Bidder includes the Contractor.
- B. “Board” means the Board of County Commissioners, Delaware County, Ohio.
- C. “Board’s Offices” means the offices of the Board located at 101 North Sandusky Street, Delaware, Ohio 43015.
- D. “Contract” means any contract resulting from this ITB.
- E. “Contracted Parties” means the Contractor, any subcontractor, and any sub-subcontractor and includes, but is not limited to any of the Contractor’s, any subcontractor’s, or any sub-subcontractor’s officers, officials, boards, employees, agents, servants, volunteers, or representatives
- F. "Contractor" means the successful bidder and holder of a lawful contract for completion of the Delaware Fiber Lateral Project. As used in this ITB, "Contractor" also means the board, officers, officials, employees, agents, volunteers, and representatives of the Contractor.
- G. “County” means Delaware County, Ohio.
- H. “Exception” means a Bidder’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the ITB.
- I. “Indemnified Parties” means the Board, the County, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives.
- J. “Party” means the Board or Contractor individually.
- K. “Parties” means the Board and Contractor collectively.
- L. “Proper Invoice” means an invoice meeting all of the following:
 - Free from defects, discrepancies, errors, or other improprieties
 - As applicable, shall include, but is not limited to including, the following:
 - Contractor's name and address as designated in the Contract;
 - Contractor's federal employer identification number;
 - The purchase order number authorizing the purchase of services;
 - Equipment/Unit number;
 - Invoice number;
 - Description of service performed and/or equipment/unit provided;
 - Invoice total cost; and
 - All other information as otherwise specified and required by the County.

Section 2 – Introduction

2.1 Delaware County Background

Delaware County was established in 1808 and is governed by a Board of three county commissioners. An elected County Auditor serves as the chief financial officer.

2.2 Project Description

The Board wishes to receive bids to install fiber optic cabling and connect at various points to an existing fiber link. The project will connect multiple county governmental facilities and other sites with a high-speed, dedicated telecommunications network through fiber optic lines to enable an enhanced level of governmental services. Bidders may respond to the entire bid request, individual alternates or any combination of the alternates.

The County owns 144 strands of fiber within the CFN conduit system which runs north out of Worthington into Delaware along US 23. The fiber ends at approximately 440 East William St. in Delaware. The County would like to extend these 144 strands of fiber from this location to the County Data Center which is located at 10 Court St. Delaware. There are also several locations between Delaware and Worthington that the County would like to

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connect to, utilizing new lateral builds and the existing 144 strand fiber trunk line.

All fibers shall be terminated and mounted in an approved fiber optic termination enclosure. The Contractor shall help in identifying solutions which will maximize system integration, minimize costs, and take into consideration all functional needs of the County. The Board will assign a Project Manager to assist the Contractor with the performance of its duties. The Contractor will be required to present each of their deliverables to the Project Manager. The Contractor will be required to incorporate any appropriate changes to their deliverables as directed by the Project Manager. The Project Manager will be available to answer Contractor questions and facilitate the review of project deliverables prior to the presentation to the Board. The Project Manager will be the contact person for all communication with the County. The Contractor will provide regular project status updates to the Project Manager. The Project Manager shall be Steve Lewis, Data Center Administrator.

2.3 Participation of Other Political Subdivisions

Pursuant to section 9.48 of the Revised Code, the County may permit one or more other political subdivisions to participate in contracts into which the County has entered for the acquisition of equipment, materials, supplies, or services, and may charge such participating political subdivisions a reasonable fee to cover any additional costs incurred as a result of their participation. Acquisition via such participation by other political subdivisions is exempt from competitive bidding. Under this ITB, the County permits other political subdivisions within Delaware County to participate in any contract entered into pursuant to this ITB. This ITB shall specifically request alternate bids for any portion of the work that is intended for other participating political subdivisions. By submitting a bid on any alternates, the Bidder agrees to either of the following, at the discretion of the County: (a) include the alternate(s) in its contract with the County; or (b) enter into a separate contract with the participating political subdivision. The alternates are set forth in Section 4.2 hereof.

Section 3 – Calendar of Events and Communications

3.1 Calendar of Events

The following calendar of events is proposed. The dates in this proposed calendar are subject to change at the County's discretion.

ACTION	DATE
Date of Advertisement	Monday, December 19, 2011
ITB Issue	Monday, December 19, 2011
Mandatory Pre-Bid Meeting	Wednesday, January 4, 2012, 10:00AM
Written Questions Due	Friday, January 6, 2012
Answers to Questions Due	Friday, January 13, 2012
Bids Due	Friday, January 20, 2012, 10:00AM
Bids Opened	Friday, January 20, 2012, 10:00AM
Intent to Award	Monday, January 30, 2012
Contract to Be Executed	Monday, February 6, 2012

3.2 Obtaining Bid Documents

It is the Bidder’s responsibility to obtain bid documents from the County. Copies of the bid documents may be obtained from the Delaware County Data Center Office, 10 Court Street, Delaware, Ohio 43015, during normal business hours, 8:30 A.M. to 4:30 P.M., Monday through Friday, at a cost of Five Dollars (\$5.00), or downloaded from the Delaware County website at www.co.delaware.oh.us/bidinfo.htm, free of charge.

3.3 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- One (1) complete signed original of the bid must be submitted.
- The bid shall be submitted on forms contained in this ITB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein.
- The bid and all submitted documents shall be typewritten or legibly handwritten.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- Bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the bidder.
- The bid shall be enclosed in a sealed opaque envelope addressed to:

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Delaware County Board of Commissioners
c/o Steve Lewis Data Center Administrator
101 North Sandusky Street
Delaware, Ohio 43015

- The envelope shall be marked: "SEALED BID FOR DELAWARE FIBER LATERAL PROJECT."

3.4 Bid Submission

Bids shall be submitted as follows:

- Bids will be received during standard business hours (8:30 a.m. to 4:30 p.m. Monday through Friday) beginning December 19, 2011 until 10:00 a.m. local time on January 20, 2012. Bids received after this time and date shall not be considered and will be returned unopened.
- Bids will be received at and shall be either mailed or delivered to:

Delaware County Board of Commissioners
c/o Steve Lewis Data Center Administrator
101 North Sandusky Street
Delaware, Ohio 43015

- Bidders are responsible for the timely submission of bids.

3.5 Bid Opening

Bids will be publicly opened and read aloud at 10:00 a.m. on January 20, 2012 at the Delaware County Commissioners Meeting Room, located at 101 North Sandusky Street, Delaware, Ohio 43015.

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

NOTE: IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL BIDS. ONCE OPENED, BIDS CANNOT BE ALTERED; HOWEVER THE COUNTY RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES ONLY.

3.6 Mandatory Pre-Bid Meeting

A Pre-Bid Meeting will take place at 10:00 a.m. on Wednesday, January 4, 2012 at the Delaware County Commissioners Meeting Room, located at 101 North Sandusky Street, Delaware, Ohio 43015. Attendance at the meeting is mandatory. If a Bidder does not have a representative attend the meeting, its bid may be rejected.

Potential bidders may ask verbal questions at the pre-bid meeting.

3.7 Written Inquiries

The County will accept written questions regarding this ITB until 12:00 p.m. on Friday, January 6, 2012 (hereinafter "Inquiry Deadline") at:

Delaware County Data Center Office
c/o Steve Lewis, Data Center Administrator
10 Court Street
Delaware, Ohio 43015

Facsimile: (740) 833-2059

Email: slewis@co.delaware.oh.us

After each faxed or emailed question is sent, the Bidder shall call (740) 833-2060 and state that an inquiry has been sent via facsimile or email along with their name, company, and phone number. If the inquiry was sent via facsimile, the Bidder shall also indicate the number of pages faxed.

The County will **not** respond to questions posed verbally, except as posed at the pre-bid meeting.

All questions and responses to such questions received by the Inquiry Deadline will be made available to all who attend the Pre-Bid Meeting.

Questions received after the above date and time will not receive a response.

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3.8 Communication Restrictions

From the time of release of the ITB until the time a Contractor is selected and a contract executed, Bidders shall not communicate with any County board member, official, officer, employee, staff, representative, or agent concerning the ITB, except using the methods described in Sections 3.3 through 3.7 of this ITB. Bidders that attempt any other communications will be disqualified.

The County, for purposes of clarification, reserves the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud.

3.9 Modification / Amendment / Supplement to ITB

The County may modify, amend, or supplement this ITB at any time during the bidding process.

Modification(s), amendment(s), and/or supplements to this ITB will only be by written addendum issued by the County.

The County will furnish modification(s), amendment(s), and/or supplement(s) to all prospective bidders that attend the Pre-Bid Meeting. Should the County issue a modification, amendment, and/or supplement, the submission deadline, at the discretion of the County, may be extended, if appropriate, to accommodate changes in bid content.

3.10 Ownership of Submitted Materials

All documents and materials submitted to and accepted by the County in response to this ITB shall become the property of the County and will be retained by the County in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. All submitted documents and materials, including the contents of the bid, may be subject to release/disclosure pursuant to the Ohio Public Records Act (Ohio Revised Code § 149.43.)

3.11 Costs of Submission

The County is not liable for any costs incurred by Bidders in replying to this ITB, and submission of a bid shall be deemed a waiver of any costs associated with bid preparation and submission.

3.12 County Rights Regarding Bids

The County reserves the right to reject any and all bids in whole or in part. Acceptance of a bid shall not constitute an agreement between the bidder and the County. The County shall have no liability whatsoever to any bidder whose proposal is not accepted.

The County reserves the right to withdraw this ITB at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate. The County reserves the right to waive minor irregularities in bids, provided that such action is in the best interest of the County. Any such waiver shall not modify any remaining ITB requirements or excuse the Bidder from full compliance with the ITB specifications and other contract requirements if the Bidder is awarded the Contract.

Section 4 – Specifications

4.1 Project Overview

The County wishes to procure a Contractor who can perform all the services, which are described below. The following sections of the ITB present these requirements in greater detail. The County anticipates the Contractor shall be able to complete this project within 6 months.

4.2 Plan

The County owns 144 strands of fiber within the CFN conduit system which runs north out of Worthington into Delaware along US 23. The fiber ends at approximately 440 East William St. in Delaware. The County would like to extend these 144 strands of fiber from this location to the County Data Center, which is located at 10 Court St. Delaware. There are also several locations between Delaware and Worthington that the County would like to connect to, utilizing new lateral builds and the existing 144 strand fiber trunk line.

A. 440 East William to 10 Court St.

Provide, install, connect, and terminate 144 strands of fiber optic cabling from a fiber enclosure located roughly at 440 East William Street Delaware, Ohio to 10 Court St. Delaware, Ohio. The County has existing fiber within the Delaware City Streetscape conduit system and expects to be able to utilize additional capacities within this conduit for new fiber. Engineering for this route has been completed and will be provided.

B. Alum Creek Waste Water 7767 Walker Woods Blvd.

Note about existing Conduit:

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The County is aware of existing conduit that may assist in the build to 7767 Walker Woods. Specifically this conduit begins at the intersection of Green Meadows Dr. and Orange Rd. heading eastward along Orange Rd. to the intersection of Orange Rd. and South Old State Rd. The County desires a bid response that will allow the County to either purchase the existing conduit, or install new, based on lowest and best cost. Please provide the cost of existing conduit if available, or the installation of new conduit.

(1) Conduit build or purchase:

Provide and install a minimum diameter of 1 1/4 inch conduit, from the intersection of Green Meadows Dr. and Orange Rd. Eastward along Orange Rd. to the intersection of Orange Rd. and South Old State Rd.

Alternate:

Provide existing minimum diameter of 1 1/4 inch conduit, from the intersection of Green Meadows Dr. and Orange Rd. Eastward along Orange Rd. to the intersection of Orange Rd. and South Old State Rd.

(2) Installation of conduit and fiber utilizing existing conduit:

Provide and install 144 strands of fiber (and partial conduit) from a fiber splice box located at the corner of Green Meadows Dr. and East Orange Rd. East to Walker Woods Blvd. and then South to 7767 Walker Woods Blvd Lewis Center, Oh. 43035. *Conduit will pre exist from Orange Rd. to Old State. Conduit installation will be required from old state East to 7767 Walker Woods.*

Alternate:

Provide and install 288 strands of fiber (and partial conduit) from a fiber splice box located at the corner of Green Meadows Dr. and East Orange Rd. East to Walker Woods Blvd. and then South to 7767 Walker Woods Blvd Lewis Center, Oh. 43035. Conduit will pre exist from Orange Rd. to Old State. Conduit installation will be required from old state East to 7767 Walker Woods.

(3) Installation of conduit and fiber along the entire route:

Provide and install 144 strands of fiber and conduit from a fiber splice box located at the corner of Green Meadows Dr. and East Orange Rd. East to Walker Woods Blvd. and then South to 7767 Walker Woods Blvd Lewis Center, Oh. 43035.

Alternate:

Provide and install 288 strands of fiber and conduit from a fiber splice box located at the corner of Green Meadows Dr. and East Orange Rd. East to Walker Woods Blvd. and then South to 7767 Walker Woods Blvd Lewis Center, Oh. 43035.

(4) Provide an additional empty (spare) conduit along the entire route:

Provide an additional minimum diameter 1 1/4 inch conduit from a fiber splice box located at the corner of Green Meadows Dr. and East Orange Rd. East to Walker Woods Blvd. and then South to 7767 Walker Woods Blvd Lewis Center, Oh. 43035.

C. Orange Township Fire 361

Provide and install 144 strands of fiber and conduit from a splice box within the CFN Fiber network located at the North East corner of US 23 and Orange Point Drive, to the Orange Township fire Department located at 7700 Gooding Blvd.

D. Orange Township Pool

Provide and install 144 strands of fiber and conduit from 7700 Gooding Blvd. to the Orange Township pool located at 7560 Gooding Blvd.

E. Delaware County District Library

Provide and install 48 strands of fiber and conduit from a splice box within the CFN Fiber network located at the North East corner of US 23 and Orange Point Drive, to the Delaware County District Library located at 7171 Gooding Blvd.

F. Delaware County Board of Developmental Disabilities

Provide and install 48 strands of fiber and conduit from a splice box within the CFN Fiber network in which the County has existing fiber, to the Delaware County Board of Developmental Disabilities located at 7991 Columbus Pike. Please see attached .kmz (google earth document) and propose most cost effective location to enter the CFN/County conduit system.

G. Orange Township Hall

Provide and install 144 strands of fiber and conduit from a splice box within the conduit system proposed in section B. along Old state Rd. into the Orange Township hall located at 1680 East Orange Rd.

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H. Orange Township Fire 362

Provide and install 144 strands of fiber and conduit from a splice box within the conduit system proposed in section B. along Old state Rd. into the Orange Township Fire Station located at 7307 South Old State Rd.

I. Olentangy Environmental Control Center (OECC)

Provide and install 144 strands of fiber from a fiber splice box located along the West side of US 23 just North of Lazelle Rd. to 10333 Olentangy River Road (OECC). The preferred route is to go directly West across AEP transmission lines onto the County OECC property. The County has contacted AEP and obtained any and all necessary permits for attaching to these poles.

4.2 Requirements

Although specific fiber counts are specified in each segment, bids shall include a cost per strand for termination within specified panels, as well as per strand splice within splice/slack loop enclosures. All costs associated with splicing within CFN owned network is that of the Contractor. The County reserves the right to determine how many strands of proposed fiber will be terminated and spliced at each splice point and termination point.

Pull box and hand holes will contain no less than 100’ of fiber for slack loops within approved enclosures along any new conduit at a distance not to exceed 1000 feet apart.

Unless otherwise indicated, all permits and costs associated with permits are that of the Contractor.

Installing Fiber Network

Work may include trenching, creating conduit, pulling wire through new and existing conduits and aerial where allowed, installing vaults, fiber optic enclosures, splice boxes, termination and testing of fiber and providing detailed test results. Also, work may include use of existing “dark” fiber or installation of new fiber and may include below and above ground installation of fiber optic lines.

Fiber Entry Points

Specific entry points for fiber termination in each facility have not been determined; however, contractors are welcome to inspect the facilities/locations and should recommend possible locations for fiber optic termination.

Fiber Optic Speed

The fiber optic network developed for this project must provide service at 10 GB level which will include all terminations to be APC (angled connectors).

Maintenance of Delaware Fiber

The County will consider bids for services related to the maintenance of the Delaware Fiber Lateral that will be developed and installed as part of this project. Maintenance of the Delaware Fiber Lateral will require 24 hour maintenance of the system. Contractor will be required to propose service standards as part of their bid. Maintenance is an optional bid, and bids without a maintenance response will be considered as responsive.

Quality

The Contractor must follow all applied construction and IEEE standards. Contractors must also identify the manufacturer, model and features of the proposed equipment for the project.

Route and Right-of-Way

The specific route chosen is at the discretion of the Contractor, but the Contrator shall, to the extent practicable, locate the Project within existing right-of-way. The County will assist in the determination of right-of-way information, but the final responsibility for obtaining right-of-way lies with the Contractor. All bids shall include a detailed drawing showing the area of work, approximate location of vaults, fiber optic enclosure locations and splicing, and identify the number of fiber strands by location. On or before the date of completion of the project, any and all easements, rights-of-way, licenses, or other right in real property acquired in furtherance of this project shall be transferred or assigned, without additional cost, to the Delaware County Commissioners. The Contractor shall, at its own cost, remedy any impediments to transfer or assignment thereof.

Segmenting Project Permitted

Delaware County reserves the right to award contracts in segments and the bidders may choose to respond to segments or all of the ITB.

Duct

All ducts shall be rated SDR11.0 and orange in color unless otherwise stated. The following plastic adhesive tape color code shall be used when placing 1.1/4” duct. ¾” duct shall have an integrated colored stripe.

Trunk	Orange 1.1/4 SDR11.0 (orange at exposed ends)
Express(Spare)	Blue1.1/4 SDR11.0 (blue at exposed ends)
Drop Shuttle (furthest from pedestal)	0.75” SDR11.0 OR-TU (orange with blue stripe)

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Fiber

All fiber used in any product shall be low water peak, reduced bend radius fiber in accordance with applicable G652 and G657 standards. Optical Cable will be All Dielectric Self Supporting (ADSS). Fiber counts below 96 shall be single fiber fusion splices.

Handholes

Rectangular: All rectangular hand holes along primary streets or larger shall be rated H20 Tier 15 or greater.

Toneable Markers

All toneable markers shall be Rhino TriView with removable top for easy toning. A field toneable marker shall be placed at each hand hole having a splice aggregation closure. Contractor shall place 0.75" conduit stub between the hand hole and the toneable marker to transport the locate wires.

Tagging

All splice trays, enclosures, cables, taps and ports shall be appropriately labeled.

Site Conditions

Because the Contractor is responsible for selecting the Project route and developing a detailed installation plan, the Contractor acknowledges that it has investigated and is aware of the site conditions along its proposed Project route. The Contractor shall be responsible for the costs associated with unforeseen site conditions and shall indemnify and hold harmless Delaware County therefrom. The Contractor also certifies that it shall comply with any and all legal requirements regarding the protection of underground utilities within its proposed Project route.

Section 5 – Format and Bid Submission

In responding to this ITB, Bidders must comply with each of the format and submission requirements detailed in this section.

5.1 Number of Copies

One (1) complete signed original of the bid must be submitted;

5.2 Form of Bid Submission

Bids shall be submitted in substantially the following form:

A. General

- The bid may be submitted in hard copy form.
- The bid shall be submitted on forms contained in this ITB, along with any required attachments.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein.
- The bid and all submitted documents shall be typewritten or legibly handwritten.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- Bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the bidder.
- The bid shall be enclosed in sealed opaque envelope addressed to:

Delaware County Board of Commissioners
c/o Steve Lewis, Data Center Administrator
101 North Sandusky Street,
Delaware, Ohio 43015

- The envelope shall be marked: "SEALED BID FOR DELAWARE FIBER LATERAL PROJECT."

B. Bid Format

Bids shall be organized in the following sections. The sequence of the sections shall be the same the sequence of the sections in the list below.

1. Cover Letter

The bid shall be accompanied by a cover letter. The cover letter shall meet the following requirements:

- Be in the form of form of a standard business letter.
- Contain a statement guaranteeing the validity of the bid for a period of no less than sixty (60) days after bid opening date although not accepted or rejected.
- Contain summary of the Services to be provided

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- Be signed by an individual authorized to legally bind the Bidder.
- The name, address, telephone number, facsimile number, and email address of a contact person with authority to answer questions regarding the bid.
- The name address, telephone number, facsimile number, and email address of a contact person to be notified regarding legal/contractual issues.

2. Bid Form

The completed Bid Form as contained in this ITB. The Bid form contains the dollar amount bid for the contract. The dollar amount bid shall:

- Contain a price per strand of fiber for each applicable segment of work.
- Contain a lump sum price for all remaining costs for each segment of work.
- Contain a total dollar amount bid for each segment of work.

3. Executive Summary

Narrative overview of bidder's offering not to exceed four (4) single-sided pages.

4. Bidder Background, Organization, and Experience

The Bidder shall provide:

- History of the Bidder
- Number of full and part-time employees
- Company organization
- Names of corporate officers
- As much detail as possible about the bidder pertaining to the bidder's capabilities and experience relating to the work to be provided pursuant to this ITB.

5. References

Bidder must submit a minimum of five (5) non-Contractor owned or non-business partner customer references where similar projects have been successfully completed.

6. Cancelled Contracts and Litigation

Identify any canceled contracts or litigation within the last five (5) years. As applicable, the following information shall be provided for each identified contract or litigation:

- Business/Jurisdiction Name
- Business Address
- Name of Contact
- Title of Contact
- Telephone Number of Contact
- Description of Installation
- Year Installed
- Year Canceled
- Case Name
- Court
- Case Number

7. Detailed Narrative

The Bidder shall describe how it will manage the successful accomplishment of the goals, objectives, and timeline described in this ITB. The Bidder shall list individuals vested with leadership responsibilities for the project, lines of reporting, accountability between the Bidder and the County, including regular project status meetings.

The Bidder shall identify the key project staff (management level) to be assigned to the project including descriptions of their skills, qualifications, experience, and current resumes. All key individuals must be identified by name and title. The inclusive periods and percentage of time each individual will devote to the project must be identified. A project table of organization must also be included.

The Bidder must include the relationships with all sub-contractors, with a clear indication of the roles and responsibilities of all parties providing services. Nevertheless, the County will award the contract to one primary contractor.

Bidders shall provide a written work plan describing the workflow necessary to produce the deliverables

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supporting the requirements described in Section 4. The work plan shall provide a detailed narrative of the Bidder's approach to satisfy the requirements of the ITB, including a chart/timeline identifying phases, milestones (including dates), activities and tasks, related deliverables, estimated effort in hours by task, and start and end dates for phases. Bidders should provide sufficient detail regarding the estimated project hours so that the County may evaluate the "reasonableness" of the contractor's effort.

The work plan shall identify where milestones are expected, with a clear definition of what shall be accomplished to meet the detailed milestone, including the County's responsibility and contractor responsibility. The Bidder shall specifically identify the County's review and approval of the technology systems needed for completion of the project. The Project Manager will be available for interviews and assistance in developing the implementation of the work plan for the contractor awarded the Contract.

8. Conflict of Interest Statement

Each bid must include a statement indicating whether the Bidder or any person(s) that work for the Bidder in relation to the Contract have a possible conflict of interest (e.g., employed by the State of Ohio, the County, the Board, or the Auditor, and, if so, the nature of that conflict. The County has the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

9. ITB

Complete copy of ITB with any blanks completed.

10. Forms

Fully completed required by ITB. (See list of forms below.)

11. Documents

Documents required by ITB. (See list of documents below.)

12. Additional Information

Any additional information or attachments pertinent to the Contractor's bid not included under one of the required sections listed above.

C. Forms

The following forms must be fully completed and submitted with the Bid:

- Affidavit of Authority to Sign on Behalf of the Principal
- Non-Discrimination Form
- Personal Property Tax Affidavit (No Tax Owed or Tax Owed)
- Non-Collusion Affidavit
- Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization ("DMA Form")
- Certification/Affidavit in Compliance with O.R.C. Section 3517.13
- Bid Security
- Any other form required by this ITB

All above referenced affidavits and forms are attached to this ITB and, by this reference, incorporated into this ITB and the Contract.

D. Required Documents

The following documents must accompany the bid:

- W-9
- Proof of Insurance (worker's compensation and policies required by ITB)
- Warranties
- Any other documents required by this ITB

All above referenced documents shall be furnished by the Bidder. By this reference the above referenced documents are incorporated into this ITB and the Contract.

E. Bid Security

Bid security in accordance with Section 307.88 and 153.54, et seq., of the Ohio Revised Code. The bid security shall be a bond in an amount equal to one hundred percent (100%) of the total bid or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to ten percent (10%) of the total price bid, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the

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ITB and the bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All bid security shall be in favor of the Board of County Commissioners, Delaware County, Ohio.

5.4 Forms

Bidders shall complete and submit with their bid all applicable forms in the appendix of this ITB.

5.5 Insurance and Worker's Compensation Coverage

All bids shall be accompanied by a copy and/or copies of certificates of insurance showing the insurance policies and amounts of coverage as required in this ITB.

Also, all bids shall be accompanied by a certificate proving that the bidder and its agents and employees are covered by workers' compensation, employees' liability and/or the Contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of its employees and agents. The Contractor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the Contract.

Failure to maintain the required insurance coverage at any time during the term of the Contract shall be deemed a material breach of the Contract. Such failure shall deem the Contract void in its entirety and the selected Contractor shall not be entitled to any payment pursuant to the Contract or otherwise.

5.6 Failure to Submit Required Documents

The failure of a Bidder to submit any affidavits, forms, or other documents required by this ITB and/or if any such affidavits, forms, or other documents are not fully executed may be grounds for rejection of the bid.

Section 6 – Evaluation of Bids and Award

6.1 Evaluation Team

The Project Manager will establish an Evaluation Team to evaluate the Bids. The Evaluation Team's composition will remain consistent for all responses, and the Evaluation Team will be responsible for documenting and tabulating the scores for all responses. Based on the Evaluation Team's review of the submitted bids, the Project Manager will make a recommendation to the Board. The Board will ultimately be responsible for awarding the bid and approving the Contract.

6.2 Evaluation

Evaluation of responses to this ITB will consist of the following three (3) phases:

Phase I: Verification of compliance by a Bidder to the minimum requirements of the ITB.

Phase II: Evaluate the contents and merits of the bids, including, but not limited to the specifications.

Phase III: Selection by the Board

The Board reserves the right to supplement or change the evaluation process or selection criteria prior to receipt of the first bid at which time an addendum to this ITB shall be issued.

6.2.1 Phase I – Evaluation of Minimum Technical Requirements

The first phase of the evaluation process consists of a review of all bids received to ensure that each bid meets the minimum requirements contained in this ITB, including, but not limited to, those identified below:

1. The Bidder must submit one (1) complete signed original of the bid by the bid submittal deadline.
2. The Bidder must sign all copies of the bid in accordance with this ITB.
3. The bid must include all documents, forms, and information as required by this ITB.

Bids that have been determined not to have met one or more of the mandatory requirements may be excluded from any further consideration.

6.2.2 Phase II – Evaluation of Contents, Merits, and Requirements

The second phase of the evaluation process will only include those bids meeting the minimum requirements as provided in Section 6.2.1 above (i.e. passing Phase I of the evaluation process.) Such bids will be evaluated based on, including, but not limited to:

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The contents
 The merits
 The experience of the Bidder.
 The ability of the Bidder to provide the Services.
 The ability of the Bidder to act timely in providing the Services.
 The ability of the Services to meet and serve the needs of the County.
 The cost of the Services.
 The proposed time frame, work plan, and schedule.
 Any other criteria specified in this ITB.

Bids will be ranked according to the lowest and best. The bid ranking the lowest and best will be recommended by the Project Manager to the Board.

6.2.3 Phase III - Selection by Board

Bids will be opened and read aloud at 10:00 a.m. on January 20, 2012 at the Delaware County Commissioner's Meeting Room, located at 101 North Sandusky Street, Delaware, Ohio 43015.

The selection of a Contractor will be based on the lowest and best bid as determined solely by the Board. In its selection process, the Board reserves the right to reject any and/or all bids and waive any defects in form that it determines are not material.

6.3 Award

The Contract will be awarded as follows:

- A. Except as otherwise provided in this Contract, ALL BIDS OPENED SHALL BE FINAL.
- B. The Board reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder, his agents or representatives.
- C. Any bid which, in the judgment of the Board, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the specifications and contents of the ITB, may be rejected.
- D. Award will be made to the lowest and best bid. The Board reserves the right to select the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the ITB and to award the bid in the manner deemed to be in the best interest of the County.
- E. In the event of a discrepancy, the total price bid shall govern over sum of the sub-total prices reflected on the Bid.
- F. The Contract shall be in writing.
- G. The Contract shall be in the form included in this ITB.
- H. Upon execution of the Contract, the Board shall return, in a timely manner, the bid security/bond of all unsuccessful bidders.

6.4 Mathematical Error

In the case of a bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid, as opposed to a judgment mistake, the Board may, prior to award of a contract, reject such a bid upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Board within two (2) business days after the bid opening.

Section 7 – Terms and Conditions

7.1 Contractor Acknowledgement

By submitting a bid, the Bidder makes the following acknowledgements:

- The Bidder acknowledges that the Bidder has fully and completely read and reviewed this ITB, that the Bidder fully and completely understands this ITB, and the Bidder agrees to be bound by all its terms, requirements and conditions.

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- The Bidder acknowledges and understands that the Contract is not valid until it has been approved by the Board and all other necessary and applicable persons, entities, or Parties.

7.2 Reservation of Rights

The County reserves the following rights in relation to any submitted bid and/or the Contract:

- A. The right to disqualify any bid that takes Exception to or limits the rights of the County.
- B. To refuse any bid not properly submitted in accordance with the requirements of this ITB.
- C. To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- D. The right to cancel this ITB at any time.
- E. To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.
- F. To select the bid and award the Contract to the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this ITB and to award the Contract in the manner deemed to be in the best interest of the County.

7.3 Independent Contractor

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, boards, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, the Auditor, and/or the County. The Contractor shall be responsible for payment of all employment related taxes, employee benefits, and Worker's Compensation premiums.

7.4 Indemnification

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the County, the Board, its elected officials, officers, employees, volunteers, and servants (the "Indemnified Parties") from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract or the Contracted Parties' actions or omissions. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract or the Contracted Parties' actions or omissions. The Contractor agrees that in the event of or should any such

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actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

7.5 Insurance

The Contractor shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Recorder current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least two million dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the County, with coverage in an amount equal to that required by law and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.
- E. Product Liability Insurance with a minimum coverage of at least one million dollars (\$1,000,000.00.) (In addition to general liability and umbrella policies.)

The County must be named as "Additional Insured" on the policies listed in paragraphs B, C, D, and E above, and the Contractor shall provide properly executed endorsements indicating the County's listing as "Additional Insured" on those policies.

In addition to the above certificates of insurance, the Contractor shall provide certificates of insurance for the Contractor's dealers for product liability insurance with a minimum coverage of at least one million dollars (\$1,000,000.00.) (General liability and umbrella policies are unacceptable.)

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the Recorder before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Recorder within seven (7) calendar days of change.

During the life of the Contract, the County may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within

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seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Contractor shall retain any and all such other and further rights and remedies as are available at law or in equity.

7.6 Bid Security/Bond

Each bid shall be accompanied by bid security in the form of either:

- A. A bond in favor of the Board. Said bond shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to one hundred percent (100%) of the total price bid. The bond shall be substantially in the form provided in Ohio Revised Code Section 153.571 (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.571 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Board of County Commissioners, Delaware County, Ohio, referencing this ITB. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety; or,
- B. A certified check, cashier's check, or money order. Said certified check, cashier's check, or money order shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 and be in an amount equal to ten (10%) of the total price bid. The certified check, cashier's check, or money order shall be drawn on a solvent bank or savings and loan association. Such certified check, cashier's check, or money order shall be in favor of or made payable to the Board of County Commissioners, Delaware County, Ohio.

The bid security, regardless of form, shall be conditioned that the bidder, if the bidder's bid is accepted, shall execute a proper contract in conformity to the invitation and the bid.

The bid security/bond shall conform to the requirements of Ohio Revised Code Sections 153.54 and 307.88.

If the Bidder fails to enter into the Contract within ten (10) days after award of the bid and to give a proper contract performance bond, the bid security shall be subject to forfeiture as provided in Ohio Revised Code Sections 307.88 and 153.54. Should the Bidder appropriately and timely enter the Contract, the bid security will be returned. The bid security of all unsuccessful bidders will be returned upon execution of the Contract.

If the bid security is in the form of a bond, the surety company providing the bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the County.

Attorneys-in-fact who sign the bond must file a certified and effectively dated copy of their power of attorney evidencing their authority to sign and bind the surety company, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

7.7 Performance Bond

Within ten (10) days from the date of the award of the Contract, the Bidder shall be required to enter into the Contract with the County and, at that same time, give an acceptable performance bond in the name of the Board in the full amount of the price bid to properly secure the performance of said Contract in accordance with the terms, provisions, specifications, and conditions of the Contract and within the time specified.

Such performance bond shall be substantially in the form provided in Ohio Revised Code Section 153.57. (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.57 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Board of County Commissioners, Delaware County, Ohio, referencing this RFB. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Failure on the part of the Contractor to furnish the required performance bond to the Board within ten (10) days of the award may be considered cause for the annulment of the bid award and forfeiture of the bid security.

Any action on the part of the Contractor or its bonding company to revoke or cancel the performance bond prior to the expiration of the Contract or extension thereto, will be considered a breach of Contract and will result in the immediate cancellation of the Contract. Should this occur, the Contractor will be held liable for any additional costs incurred by the County in seeking replacement items/services.

Furthermore, the County, in its sole discretion, may require additional bonding from the Contractor. Should an additional bond be required, the County will make that determination prior to executing the Contract.

The surety company providing the Contract Performance Bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the County.

Attorneys-in-fact who sign Contract Performance Bonds must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing

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the surety company to engage in such business in the State of Ohio.

7.8 Damages in the Event of Default

The County declares and the Contractor acknowledges that the County may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, specifications, and conditions of the Contract. The County declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the County to compensate the County for any damages it incurs as a result of the default. The Contractor agrees that if the County does not give prompt notice of such a failure, that the County has not waived any of its rights or remedies concerning the failure by the Contractor.

In the event of default by the Contractor, the County may procure the services required for the project bid from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

7.9 Liquidated Damages

In the event that the Contractor defaults or breaches the Contract and after notice by the County or their representatives of such breach or default, the Contractor fails to cure such default or breach within the time required by such notice, the Contractor agrees to reimburse the County for any actual and/or direct losses and/or damages incurred by the County. In the event that the actual and/or direct losses and/or damages are uncertain or difficult to ascertain by the County and/or substantial completion of the project is not achieved by an agreed date or within a certain number days as set forth in the Contract, the Contractor and the Contractor's surety agree to pay the Board liquidated damages in the amount of Two Hundred Dollars (\$200.00) per each and every calendar day a) that such default or breach continues and is not cured and/or b) until substantial completion of the project has been achieved.

The Contractor and the Contractor's surety agree that the liquidated damages are not a penalty.

In addition to the above described damages, the Contractor agrees that the County shall have the right to terminate the Contract either in whole or in part, without liability whatsoever to the County.

Nothing in this section shall be interpreted to mean that the County, in the event of a breach or default cannot terminate the Contract and thereafter seek damages. Additionally, nothing in this section or contained in this Contract shall limit and the County reserves the right and may, without limitation, exercise any available administrative, contractual, equitable or legal remedies.

7.10 Termination for Cause/Convenience

A. Termination for Convenience

The County may terminate this Contract at any time and for any reason by giving at least sixty (60) days advance notice, in writing, to the other Contractor. The Contractor shall be entitled to receive compensation for any satisfactory products provided and/or Services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any satisfactory products provided and/or Services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Board shall be authorized in writing and signed by a quorum of the Board.

7.11 Subcontracting

The Contractor may sub-contract any portion of this Contract. If the Contractor's proposal includes any product or services to be provided by other suppliers, the Contractor will be required to act as prime contractor for all such items and must assume full responsibility for the procurement, delivery and installation of such items. The Contractor will be the sole point of contact and shall be ultimately responsible with regard to all stipulations, including payments of all

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charges and meeting of all requirements of this Contract, including, but not limited to, delivery, quality of product and services, installations, maintenance, support services and system acceptance.

7.12 Assignment

The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right to execute it or its right, title, or interest to it or any part thereof, or assign any of the moneys due or to become due under the Contract, without the prior written consent of the County.

7.13 Inspection and Maintenance of Records and Work Papers/Audit

At any time during regular business hours, with reasonable notice and as often as the Board, the County, or their representatives may deem necessary, the Contractor shall make available to any or all the above named Parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The Board or its representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

7.14 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

Fax: _____

County:

Steve Lewis
Delaware County Data Center Administrator
Delaware County Data Center
10 Court Street
Delaware, Ohio 43015

Fax: (740) 833-2060

7.15 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act.

The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

7.16 Drug Free Environment

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free environment and shall

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have established and have in place a drug free environment policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

7.17 Findings For Recovery

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

7.18 Declaration of Material Assistance (DMA) Certification

The Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Pursuant to R.C. § 2909.33, the Contractor agrees to make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Failure to complete and submit the required aforementioned certificate/affidavit with the bid will result in the bid being deemed non-responsive and disqualified from receiving further consideration. Such certification is attached to this Contract and by this reference made a part of this Contract.

7.19 Campaign Finance Certification

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, 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 bid will result in the bid being deemed non-responsive and disqualified from receiving further consideration. Such certification is by this reference made a part of this Contract.

7.20 Non-Collusion

The Bidder/Contractor certifies as follows:

- This Bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This Bid/Contract is genuine and not collusive or a sham.
- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or that anyone shall refrain from Bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the County or anyone interested in this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price or that of any other Bidder, or to secure any advantage against the County or anyone interested in the proposed contract.
- This Bid/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its Bid price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the Bidder in its general business.
- All statements contained in the Bid are true.
- All statements contained in the Contract are true.

7.21 Conflict of Interest

The Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

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The Contractor agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the County.

No personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract.

The Contractor will not knowingly permit any public official or public employee who has any responsibilities related to the Contract to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to the Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under the Contract, unless the County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

7.22 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this ITB/Contract and any bid submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this ITB/Contract control.

7.23 Headings

Headings in this ITB/Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this ITB/Contract.

7.24 Severability

If any provision of this ITB/Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this ITB/Contract shall remain in full force and effect.

7.25 Incorporation of ITB into Contract

The public notice, this ITB and all of its appendixes and attachments, any addenda, modification, or supplement to the ITB, and the Contractor's bid are by this reference incorporated into the Contract.

7.26 Incorporation of Appendixes

All appendixes, forms, and other documents as completed by the Contractor and contained in and/or referenced in this ITB are hereby incorporated into this ITB and the Contract.

7.27 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

7.28 Authority to Sign

Any person submitting a bid pursuant to this ITB and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a bid and sign this Contract or has been duly authorized by his/her principal to submit a bid and execute this Contract on such principal's behalf.

7.29 Entire Agreement

The public notice, this ITB and all of its appendixes and attachments, any addenda, modification, or supplements to the ITB, the Contractor's bid, and the Contract shall constitute the entire understanding and agreement between the County and the Contractor, 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.

Section 8 – Instructions

8.1 General Instructions for Completing the Bid Form

The Bid Form shall be completed in accordance with the following general instructions:

- The blank spaces in the Bid Form shall be fully and properly completed. No additional or qualifying clauses shall be written in.
- The Bid Form shall not be removed from this set of documents.
- Bidders shall provide pricing for each segment of work on which the Bidder wishes to Bid, up to and including the complete project with all segments. Each Bidder shall state on the Bid Form its total project

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price.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1427

IN THE MATTER OF ACCEPTING THE AWARD OF THE COUNCIL FOR OLDER ADULTS
GRANT FOR DELAWARE COUNTY JUVENILE COURT:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, the Delaware County Juvenile Court has applied for and been awarded the COA 2012 CHORE grant ; and

WHEREAS, the Grant will be used to support the salary and fringe benefit of the supervisor of the SAP program; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner Stapleton, as President of the Board of County Commissioners (the "Board"), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Stapleton as the designated official;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant # 2012 COA \$4600.00
Source: Council for Older Adults Delaware Ohio
Grant Period: 1-1-12 thru 12-31-12

Grant Amount	\$4,600.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$4,600.00

Section 2. The Board hereby authorizes Commissioner Stapleton, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1428

IN THE MATTER OF APPROVING THE ADDENDUM TO THE INVITATION TO BID AND
APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF
COMMISSIONERS AND ARAMARK UNIFORM SERVICES FOR ITB #11-03 UNIFORM RENTAL
SERVICES FOR DELAWARE COUNTY:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Facilities Supervisor recommends approval of the addendum to the invitation to bid and the contract with Aramark Uniform Services;

Therefore Be It Resolved, the Board of Delaware County Commissioners approve the addendum to the invitation to bid and the contract with Aramark Uniform Services for ITB #11-03 Uniform Service for Delaware County.

Delaware County Board of Commissioners
Contract

This Contract made by and between:

Aramark Uniform Services, a division of
Aramark Uniform & Career Apparel, LLC
115 N. First Street
Burbank, CA 91502

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(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 and Addendum to Invitation to Bid, which is attached hereto as Exhibit “A” and as necessary to produce the results intended by the Bid Documents for:

ITB #11-03 Uniform Rental Services
For Delaware County

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 Seventeen Thousand Seven Hundred Fifty dollars (\$17,750.00), based upon the unit pricing and discount percentage set forth in the Bid Documents, submitted by the Contractor and opened on September 13, 2011.

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 December 15, 2011 , and ending December 14, 2014.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

3.2 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

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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.

4.11 Contractor certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C.

§ 2909.33, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Contract and by this reference made a part of this Contract.

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.

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ADDENDUM TO INVITATION TO BID

This Addendum to the Invitation to Bid dated September 13, 2011 (hereinafter "Service Contract"), is entered into December 15, 2011, by and between Delaware County Board of Commissioners ("COUNTY"), and ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel LLC, a Delaware limited liability company ("CONTRACTOR").

COUNTY and CONTRACTOR agree as follows:

The parties agree that the following revisions to the Service Contract shall be incorporated into the Invitation to Bid:

FLAME RESISTANT GARMENTS

Include the following language to read as follows:

"Except for the Merchandise listed as Flame Resistant Unisex Safety Shirts, Flame Resistant Men's Safety Trousers and Flame Resistant Coveralls, the Merchandise supplied under this Agreement is not flame resistant or hazardous chemical resistant features. The Merchandise is not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant Merchandise is available from CONTRACTOR on request.

All Merchandise listed as Flame Resistant Unisex Safety Shirts, Flame Resistant Men's Safety Trousers and Flame Resistant Coveralls, is flame resistant merchandise ("FR Merchandise") which is not resistant to hazardous chemicals, contains no special hazardous chemical resistant features and is not designed for use in areas where contact with hazardous substances is possible. However, such FR Merchandise meets or exceeds the performance requirements of the following standards: OSHA 1910.269, ASTM F-1506 and CAL-OSHA, GISO, Title 8. The fabric was tested by CONTRACTOR's supplier in accordance with Federal Test Standard #191A, Method 5903.1. COUNTY agrees to provide the following notification to its employees wearing any FR Merchandise:

- WARNING - For prevention of clothing ignition during short term and emergency exposure to flame or electric arc, do not use for protection against continuous thermal loads, hot liquids or steam. Do not wear alone for limb/torso protection during structural fire fighting. Do not use for chemical protection or protection from other hazardous substances. Failure to comply with this warning may result in serious injury or death.

COUNTY is responsible for determining that all of the Merchandise (including the FR Merchandise) being provided by CONTRACTOR is appropriate for the intended use of COUNTY and its employees. COUNTY assumes all risks associated with the use of the Merchandise (including the FR Merchandise). CONTRACTOR shall not be liable for any loss, injury, or death arising out of the use of any Merchandise (including the FR Merchandise), except to the extent such loss, injury or death is due to the willful misconduct of CONTRACTOR or its agents or employees.

In consideration of the sizeable investment CONTRACTOR is making in flame resistant garments "FRGs" to Service COUNTY, COUNTY guarantees CONTRACTOR minimum weekly revenue attributable to FRGs equal to 75% of the initial invoice. If employees or products are added to this Agreement, the minimum revenue amount will increase by an amount equal to 75% of the increase in the weekly invoice. To the extent that COUNTY satisfies the buyback obligation, as provided below, the minimum revenue amount will be decreased by an amount equal to 75% of the reduction in the weekly invoice.

COUNTY may add employees, products and services to this Agreement upon written or verbal request to CONTRACTOR. The weekly rental charge for any individual leaving the employ of COUNTY can be terminated, subject to the 75% threshold noted above, but only after all FRGs issued to that individual have been returned to CONTRACTOR, or COUNTY pays CONTRACTOR the then current replacement charges for such unreturned FRGs.

If COUNTY reduces its minimum weekly revenue attributable to FRGs below the 75% threshold, COUNTY shall purchase all FRGs in-service and out-of-service at the then current replacement charge. In addition, if CONTRACTOR alters the design of the FRGs, at the expiration or termination of this Agreement COUNTY shall purchase all such altered FRGs that are in service and out-of-service at the then current replacement charge."

IF COUNTY IS REQUESTING EMBROIDERY OF EMBLEMS/LOGOS WITHOUT THE USE OF FR THREAD AND FR EMBLEMS, THE FOLLOWING LANGUAGE MUST BE INCLUDED:

"COUNTY has requested that CONTRACTOR embroider the names of COUNTY employees and/or COUNTY's logo onto the FR Merchandise being purchased by COUNTY from CONTRACTOR with thread and emblems/logos that are not made of flame resistant material. CONTRACTOR has agreed to perform, such embroidery in consideration for COUNTY's agreement to, and/or acknowledgment of, the following:

(a) COUNTY assumes all risks associated with the use by any of its employees, agents or representatives of the items being sold to COUNTY by CONTRACTOR; and

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Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1429

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

Whereas, the Interim Director of Delaware Communications and the Director of Administrative Services recommend accepting the resignation of Kyle Bennett as a telecommunicator with 911 Communications, effective December 9, 2011;

Now, Therefore, Be It Resolved, that the Board of Commissioners accept the resignation of Kyle Bennett as a telecommunicator with 911 Communications, effective December 9, 2011.

Whereas, the Director of Job and Family recommends hiring Karen Fitzmartin as a Clerical Specialist; effective December 19, 2011;

Now, Therefore, Be It Resolved, that the Board of Commissioners approve hiring Karen Fitzmartin as a Clerical Specialist; effective December 19, 2011.

Whereas, the Interim Director of Delaware Communications and the Director of Administrative Services recommend accepting the resignation of Leann Collick as a telecommunicator with 911 Communications, effective December 20, 2011;

Now, Therefore, Be It Resolved, that the Board of Commissioners accept the resignation of Leann Collick as a telecommunicator with 911 Communications, effective December 20, 2011.

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1430

IN THE MATTER OF ESTABLISHING NEW FUNDS, APPROVING TRANSFER OF FUNDS,
TRANSFER OF APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS AND DECREASES IN
APPROPRIATIONS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Transfer of Appropriation			
From	TO		
10011103-5201	10011103-5301		
Records Center/Supplies	Records Center/Professional Services	\$	1,000.00
21411306-5001	21411306-5325	\$	5,070.00
911/Compensation	911/Maintenance		
Transfer of Appropriation			
From	TO		
20683201-5217	20683201-5308		
Law Library/Books & Periodicals	Law Library/Subscriptions	\$	10,000.00
Establish New Org Key			
25522309	DRUG CT DOCKET		
23322310	Re-Entry Task Force		
Transfer of Appropriations			
From	To		
10011105-5001	1001105-5201		
Land & Buildings/Compensation	Lands & Buildings/Supplies	\$	3,000.00
10011106-5228	10011105-5201		
Service Center/Vehicle Repair	Lands & Buildings/Supplies		3,000.00
Appropriation changes:			
21581301	-5201	EMERGENCY MANAGEMENT AGENCY-GENERAL SUPPLIES & PARTS	(10,000.00)
21581303	-5001	FY10 SHSGP-COMPENSATION	(18,000.00)
21581303	-5101	FY10 SHSGP-HEALTH INSURANCE	(10,000.00)

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21581303	-5215	FY10 SHSGP-PROGRAM SUPPLIES	(44,000.00)
23111709	-5365	REVOLVING LOAN-GRANT RELATED SERVICES	(100,000.00)
24026326	-5319	JUV CRT RESTITUTION-REIMBURSEMENTS & REFUNDS	(6,050.00)
25822305	-5001	2010 SUPERVISION GRANT-COMPENSATION	(2,165.71)
25822305	-5101	2010 SUPERVISION GRANT-HEALTH INSURANCE	(898.38)
		2010 SUPERVISION GRANT-CELL PHONE INTERNET	
25822305	-5332	ALLOWANCE	(40.00)
26226206	-5001	FAMILY DRUG COURT ARRA-COMPENSATION	(3.10)
26226206	-5101	FAMILY DRUG COURT ARRA-HEALTH INSURANCE	(281.71)
26226206	-5365	FAMILY DRUG COURT ARRA-GRANT RELATED SERVICES	(0.02)
		CP MEDIATION FORECLOSURE FUND-CONTRACTED PROF.	
27929208	-5301	SERVICES	(6,200.00)
29131321	-5305	LAW ENFORCEMENT CPT-TRAINING & STAFF DEVELOPMENT	(2,000.00)
29440423	-5420	HOME RD GRADE SEPARATION-ROAD CONSTRUCTION	(3,100,000.00)
29440424	-5420	BROWN RD BRIDGE OV BOKES CREEK-ROAD CONSTRUCTION	(1,235,000.00)
29440425	-5401	HOME AND SR257 INTERSECTION-LAND PURCHASE	(607,620.00)
29440425	-5420	HOME AND SR257 INTERSECTION-ROAD CONSTRUCTION	(1,200,000.00)
40940426	-5420	HOME AND CONCORD INTERSECTION-ROAD CONSTRUCTION	(435,000.00)

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1431

IN THE MATTER OF APPROVING THE ELIMINATION OF THE DEFUNCT EDUCATIONAL
SERVICE CENTERS FUND (FUND 209):

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, Delaware County wishes to legally eliminate the defunct Educational Service Centers Fund (Fund 209) and transfer the remaining money to the Educational Service Center of Central Ohio (“ESC”) when the fund is eliminated; and

WHEREAS, Fund 209 was originally established by R.C. 307.031(A), and monies from the fund were paid out to support the ESC pursuant to R.C. 3319.19; and

WHEREAS, the General Assembly repealed the authority for Fund 209 by Am. Sub. H.B. 94 in 2001 and did not provide instruction as to where the remaining funds should go; and

WHEREAS, there now exists a statutorily defunct special fund; and

WHEREAS, all of the money currently in Fund 209 came from Union County and there is no statutory authority to return the funds to Union County; and

WHEREAS, although the fund itself is defunct, the activity for which the fund expended monies still exists (i.e. supporting the ESC); and

WHEREAS, R.C. 5705.14(D) permits transfers of the unexpended balance in any special fund after the termination of the activity, service, or other undertaking for which the special fund existed; and

WHEREAS, upon advice of the Office of the Prosecuting Attorney, Fund 209 may be eliminated by transferring the remainder of the funds to the county's general fund, and the same money should then be sent to the ESC;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio as follows:

Section 1. Fund 209 is hereby eliminated.

Section 2. The Board hereby approves the following supplemental appropriation and transfer of funds in furtherance of Section 1 of this Resolution:

Supplemental Appropriation

20911112-5801	Educational Service Center	\$	17,908.52
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Transfer of Funds

From	To		
20911112-5801	10011102-4601		
Educational Service Center/Transfers	Commissioners General/Interfund Transfer	\$	17,908.52

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2011

RESOLUTION NO. 11-1432

IN THE MATTER OF APPROVING PURCHASE ORDER AND VOUCHER TO THE
EDUCATIONAL SERVICE CENTER OF CENTRAL OHIO (ESC):

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve the following:

WHEREAS, in Resolution No. 11-1331 the Educational Service Centers Fund (Fund 209) was eliminated and the remaining funds were transferred to the county's general fund for processing to the Educational Service Center of Central Ohio (ESC);

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves a Purchase Order and voucher to the Educational Service Center of Central Ohio in the amount of \$17,908.52.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

COMMISSIONERS’ COMMITTEES REPORTS

Commissioner O’Brien
-CCAO Conference; Changes Are Coming; Funding And Services

Commissioner Thompson
-CCAO Conference; Recycling; Fracking/Shale And Water Quality

Commissioner Stapleton
-CCAO Conference; Governor John Kasich; Ohio Senator Sherrod Brown; Funding For Elections, Courts And Veterans
-March 6 Will Be The Date Of The Primary

RESOLUTION NO. 11-1433

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR
IMMINENT LITIGATION AND FOR COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:30AM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1434

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 12:55PM.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

There being no further business, the meeting adjourned.

SPECIAL BUDGET SESSION Started at 1:38PM

Ken O’Brien

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 15, 2011

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners