

REQUEST FOR BIDS (RFB)

BY THE

CONCORD TOWNSHIP BOARD OF TRUSTEES

ON BEHALF OF THE

**CONCORD TOWNSHIP FIRE DEPARTMENT
DELAWARE COUNTY, OHIO**

FOR THE

PURCHASE OF SELF CONTAINED BREATHING APPARATUS AND ACCESSORIES

BOARD OF TRUSTEES

Jason Haney
Joe Garrett
Bart Johnson

FIRE CHIEF

Todd Cooper

FISCAL OFFICER

Jill Davis

ADDRESS:

6385 Home Road
Delaware, OH 43015

Tel: 740-881-5338

Fax: 740-881-5428

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page #</u>
	Table of Contents	1
	Legal Notice	2
	Important Note	4
1	Definitions	5
2	Introduction	7
3	Calendar of Events and Communications	8
4	Specifications	9
5	Evaluation of Bids and Award	14
6	Terms & Conditions	17
	Appendix A	
	Appendix B	
	Appendix C	

LEGAL NOTICE - REQUEST FOR BIDS (RFB) BY CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO FOR THE PURCHASE OF SELF CONTAINED BREATHING APPARATUS AND ACCESSORIES FOR THE CONCORD TOWNSHIP FIRE DEPARTMENT.

Notice is hereby given that sealed proposals will be received beginning Monday, February 13, 2017, until 5:00 p.m. on Wednesday, March 8, 2017 at the Concord Township Hall 6385 Home Road Delaware, Ohio 43015 for the purchase of Self-Contained Breathing Apparatus and Accessories (“SCBA(s)”) as described herein for the Concord Township Fire Department. Proposals received after this time and date shall not be considered and will be returned unopened.

A full RFB containing the terms and conditions, together with detailed specifications and bid documents, can be obtained by contacting Concord Township Fire Chief Todd Cooper, at (740) 881-5338 or tcooper@concordtwp.org, or online at the Board’s website (<http://www.concordtwp.org/>). Prospective bidders obtaining a copy of the RFB online should immediately contact Fire Chief Todd Cooper in order to be added to a contact list for updates.

Concord Township Fire Department is requesting bids to replace obsolete SCBAs. Concord Township Fire Department’s current SCBAs are over eleven years old and are over two NFPA edition cycles old. Many changes have occurred in the new SCBAs, which would make firefighting operations safer for the firefighters and the community alike.

Sealed bids will be opened at 7:15p.m. on Wednesday, March 8, 2017 at the regular meeting of the Concord Township Board of Trustees at 6385 Home Road Delaware, Ohio 43015. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

Bids shall be submitted on the forms contained in the RFB and shall contain the full name of each person or party submitting the bid; and shall be enclosed in a sealed opaque envelope clearly marked: “Self-Contained Breathing Apparatus and Accessories Bid” and returned to:

Concord Township Trustees
Attn: Todd Cooper, Fire Chief
6385 Home Road
Delaware, OH 43015

Each bid, in accordance with Ohio Revised Code Section 153.54, *et seq.*, must be accompanied by a Bid Bond in the amount of 100% of the total amount bid or a cashier's check, certified check, or irrevocable letter of credit equal to 10% of the bid price conditioned that the bidder, if the bidder’s bid is accepted, shall execute a contract in conformity with the RFB. 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 security shall be in favor of the Concord Township Board of Trustees, Delaware County, Ohio.

The successful bidder shall execute and deliver to Concord Township, within ten (10) days of the award, a Performance and Payment Bond in the amount of 100% of the bid price. The Bond shall provide for a 100% guarantee that the bidder provides the SCBAs pursuant to the specifications bid.

The Township Trustees reserve 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(s); 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 RFB; and to award a contract in the manner deemed to be in the best interest of the Board, the Concord Township Fire Department, and the Township.

Bidders shall complete all of the forms and affidavits included in Appendix A, B, and C of the RFB. The successful Bidder cannot assign this contract. Each prospective Bidder shall be an equal opportunity employer. To be eligible for consideration of award, a Bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24. The successful Bidder will also be required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee). Certification shall be made by completing a “Certification/Affidavit in Compliance with O.R.C. Section 3517.13.”

Note to Bidders: Exceptions to the specifications of the SCBA’s shall be listed on a separate sheet(s) as to whether the bidder meets, exceeds or takes exception to a particular item or section of the specifications.

This Notice is being advertised pursuant to O.R.C. 505.37(A).

**By Resolution of:
Concord Township Board of Trustees
Delaware County, Ohio**

IMPORTANT NOTE

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

Section 1 – Definitions

1.1 Definitions

The following definitions apply to this RFB and related documents:

- A. “Bidder” means any person, company, partnership, or firm submitting a bid pursuant to this RFB. Bidder includes the Contractor.
- B. “Board” means the Concord Township Board of Trustees.
- C. “Chief” means Fire Chief Todd Cooper of the Concord Township Fire Department.
- D. “Contract” means any contract resulting from this RFB.
- E. “Contracted Parties” collectively 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 boards, board members, officers, officials, employees, volunteers, agents, servants and representatives.
- F. “Contractor” means the successful bidder and holder of a lawful contract to provide SCBA’s. As used in this RFB, “Contractor” also means the boards, board members, officers, officials, employees, volunteers, agents, servants, and representatives of the Contractor.
- G. “County” means Delaware County, Ohio.
- H. “Equipment” means all items added, replaced, or purchased in furtherance of the Contract.
- I. “Exception” means a Bidder’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in this RFB.
- J. “Fire Department” means the Concord Township Fire Department.
- K. “Fire Station” means the physical building at 7943 Dublin Road Delaware, OH 43015, where the Concord Township Fire Department and its equipment are housed.
- L. “Indemnified Parties” collectively means the Township, the Board, the Fire Department, the County, and all of their respective, boards, board members, officers, officials, employees, volunteers, agents, servants and representatives.
- M. “Party” means the Board or Contractor individually.
- N. “Parties” means the Board and Contractor collectively.
- O. “Proper Invoice” means an invoice meeting all of the following:

- A complete and itemized accounting of costs;
- Concord Township –SCBA RFB

- 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;
 - Invoice total cost; and,
 - All other information as otherwise specified and required by the Board.

P. "RFB" means this request for bids package.

Q. "Township" means Concord Township, Delaware County, Ohio.

Section 2 – Introduction

2.1 Purpose

Concord Township Fire Department is requesting bids to replacing obsolete SCBAs. Concord Township Fire Department's current SCBAs are over eleven years old and are over two NFPA edition cycles old. Many changes have occurred in the new SCBAs, which would make firefighting operations safer for the firefighters and the community alike.

It is the purpose of this RFB and the specifications contained herein to describe and govern the essential criteria for purchase of the SCBA's. Equipment purchased in furtherance of this purpose shall be consistent with the requirements contained in the specifications set forth in this RFB.

2.2 Background

The Fire Department provides Fire, Rescue, Hazardous Materials, and EMS service to Concord Township and the Village of Shawnee Hills with a combined population of 11,013 residents. Concord Township is a 23 square mile township located in Delaware County, Delaware, Ohio. Being located in the fastest growing county in Ohio, the population has doubled in the last decade. Along with this increase in population, comes great responsibility and new risk.

The Fire Department is comprised of 19 full-time firefighters and 16 part-time firefighters. The department operates one fire station and responds to approximately 792 incidents annually. The department provides fire, paramedic treatment and transport services and special operations including hazardous material and technical rescue responses. The department has one engine, one tower ladder truck, and two EMS transport units.

2.3 Authority

The Board is authorized by Ohio Revised Code Section 505.37 to employ individuals for the purposes of fighting fires; to purchase and maintain fire-fighting equipment, which seem advisable to the Board; and to provide for the care and maintenance of such equipment.

Section 3 – Calendar of Events and Communications

3.1 Calendar of Events

ACTION	DATE
Dates of Advertisement	<u>Monday, February 13, 2017</u>
RFB Issue	<u>Monday, February 13, 2017</u>
Bids Due	<u>Wednesday, March 8, 2017</u>
Bids Opened	<u>Wednesday, March 8, 2017</u>
Intent to Award	<u>Wednesday, March 22, 2017</u>
Contract to Be Executed (Approx.)	<u>Wednesday, March 22, 2017</u>

3.2 Obtaining RFB

It is the Bidder's responsibility to obtain this RFB from the Board and/or Chief.

The RFB containing the terms and conditions of this Contract, together with detailed technical specifications and bid documents, can be obtained beginning Monday, February 13, 2017 by contacting Concord Township Fire Chief Todd Cooper, at (740) 881-5338 or tcooper@concordtwp.org, or online at the Board's website (<http://www.concordtwp.org/>). Prospective bidders obtaining a copy of the RFB online should immediately contact Fire Chief Todd Cooper in order to be added to a contact list for updates.

3.3 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- Two (2) complete signed originals of the bid must be submitted.
- The bid shall be submitted in hard copy.
- The bid shall include forms contained in this RFB. The forms shall be fully completed in accordance with this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, as well as the address, telephone number, and other contact information for the person, party, or parties submitting the bid.
- The bid and all submitted documents shall be completed with all blank spaces completed.
- 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.
- The 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 itemize and break down the prices in Appendix C for both the SCBAs and the RIT Packs
- The bid shall be enclosed in sealed opaque envelope addressed and submitted to:

Concord Township Trustees
Attn: Todd Cooper, Fire Chief
6385 Home Road
Delaware, Ohio 43015

Concord Township –SCBA RFB

- The outside of the envelope shall be clearly marked: “Self-Contained Breathing Apparatus And Accessories Bid”

3.4 Bid Submission

Bids will be received during standard business hours beginning Monday, February 13, 2017 until 5:00 p.m. local time on Wednesday, March 8, 2017.

3.5 Bid Opening

Bids will be publicly opened at 7:15 p.m. on Wednesday, March 8, 2017 at the regular meeting of the Concord Township Board of Trustees, located at 6385 Home Road Delaware, Ohio 43015. The time, date, and place of bid openings may be extended to a later date by the Board. Written or oral notice of the change shall be given to all persons who have received or requested specifications not later than ninety-six (96) hours prior to the original time and date fixed for the opening.

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

Bids sent by text message, telegram, telephone, email, and/or facsimile will not be accepted.

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

3.6 Communication Restrictions

Except as otherwise provided in this RFB, from the time of release of this RFB until the time a contractor is selected and a contract is awarded and executed, Bidders shall not communicate with any Board member or Fire Department official, officer, employee, staff, representative, or agent concerning the RFB. Bidders that attempt any communications will be disqualified.

The Board, 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.

3.7 Modification / Amendment / Supplement to RFB

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

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

The Board will furnish modification(s), amendment(s), and/or supplement(s) to all prospective bidders who have requested and received a copy of this RFB. Should the Board issue a modification, amendment, and/or supplement, the submission deadline, at the discretion of the Board, may be extended, if appropriate, to accommodate changes in bid content.

3.8 Ownership of Submitted Materials

All documents and materials submitted to and accepted by the Board in response to this RFB shall become the property of the Board and will be retained and maintained by the Board in accordance with the Ohio Records Retention Act and the Ohio Public Records 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).

3.9 Costs of Submission

Bidders are responsible for any and all costs associated with submitting a bid. The Board is not liable for any costs incurred by Bidders in replying to this RFB.

Section 4 – Products to be Purchased, Specifications, Existing Equipment Modifications, Warranty, Trade-Ins, and Requirements.

4.1 See Appendix B for Products to be Purchased, Specifications, Existing Equipment Modifications, Warranty, and Trade-Ins

4.2 Point Of Origin

Equipment manufactured by a Company that is base headquartered in the United States of America is preferred. Systems that are built using 100% American parts supplied from American vendors are preferred. All components shall be American Standard.

4.3 Material and Workmanship

All Equipment furnished shall at the time of delivery be guaranteed new, of current manufacture, to meet all requirements of these specifications, and be suitable for the intended use.

All workmanship shall be of high quality and accomplished in a professional manner so as to ensure a functional SCBAs.

4.4 Licenses

The Bidder shall certify and warrant that the Bidder has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively “Licenses”) necessary to provide all of the Services required pursuant to this RFB and to conduct business in the state of Ohio. The Bidder shall further certify and warrant that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

4.5 Insurance

The Bidder shall carry and maintain current throughout the life of the Contract the insurance required by Section 6.5 of this RFB. The Bidder shall include proof of such insurance with its bid.

4.6 Bid Security

The Bidder shall include bid security as required by Section 6.6 of this RFB with its bid.

4.7 Acceptance

The Board and/or Fire Department reserves the right to refuse payment if the SCBA does not meet all of the requirements of this RFB and the specifications contained in this RFB or if the system fails to pass testing.

4.8 Exceptions to Specifications

The purpose of these specifications is not to exclude any vendor, but to establish a standard of performance. Deviations from the specifications, except in minor respects, shall be cause for rejection of the entire bid.

Bidders must indicate exceptions to or deviations from the specifications, if any, on a separate page with the bid submission as provided in Appendix B.

Exceptions and deviations shall be described in full detail. If an exception or deviation would result in a substitution of a similar product, part, or item, the substituted product, part, or item should also be explained in detail. Exceptions or deviations shall reference the paragraph and page of these specifications where the excepted specification appears. Drawings, photographs, and technical information about the exception or deviation and any substituted product, part, or item shall be included with the bid.

The exceptions and deviations will be considered as a part of the evaluations of the bids. Decisions concerning exceptions are within the sole discretion of the Board and shall be final.

Bids taking total exception to these specifications will not be accepted.

4.9 Forms

The Bidder must complete and submit all applicable affidavits and forms included in this RFB.

4.10 Method of Compensation

The Contractor shall receive payment as follows:

- When the SCBAs are delivered and inspected, Contractor may prepare an invoice.
- The Contractor shall invoice the Board only upon completion and acceptance of the SCBAs by the Board.
- The invoice shall be itemized and detailed.
- The Contractor shall submit a hard copy of such Proper Invoice directly to the Board. The invoice shall be mailed or delivered to the following address:

Concord Township Trustees
Attn: Jill Davis, Fiscal Officer
6385 Home Road
Delaware, Ohio 43015

- The Board shall have thirty (30) days after receipt of a Proper Invoice from the Contractor to pay such invoice.
- Payment shall be made only after a Proper Invoice is received.
- The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a Proper Invoice is received by the Board.
- Payment shall be made to the Contractor, under the Contractor's federal employer identification number and only as provided for in this RFB.

4.11 Taxes, Discounts and Credits

The Township is exempt from State and Federal taxes. The Board shall, upon request, supply the Contractor with any required proof of such exemption. Should the Township be subject to any taxes, the Contractor will include all applicable taxes in bid prices less all discounts and refunds.

4.12 W-9 Form

The Contractor shall complete and submit a proper W-9 Form.

4.13 Delivery

The Contractor shall furnish and deliver any and all products at the Contractor's expense to the Board's location where instructed or as otherwise agreed by the parties.

4.14 Qualifications of Bidder:

The Board reserves the right to require proof of qualifications from any contractor and to investigate any and all references. The Board will determine competency of the contractor based on the information collected.

Section 5 – Evaluation of Bids and Award

5.1 Evaluation Team

The Chief and/or his representative will evaluate the bids. Based on the Chief's and/or his representative's review of the submitted bids, the Chief will make a recommendation to the Board. The Board will ultimately be responsible for selecting the winning bid.

5.2 Evaluation

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

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

Phase II: Evaluate the contents and merits of the bids.

Phase III: Selection by the Board.

The Board reserves the right to supplement or change the evaluation process or selection criteria.

5.2.1 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 technical requirements contained in this RFB, including, but not limited to, those identified below:

1. The Bidder must submit two (2) complete signed originals of the bid by the bid submittal deadline.
2. The Bidder must sign the bid in accordance with this RFB.
3. The bid must include the documents, forms, and information as specified in this RFB and such documents, forms, and information must be completed.
4. The Bidder must comply with all other minimum technical requirements contained in this RFB.

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

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

The second phase of the evaluation process will only include those bids meeting the minimum technical requirements as provided in Section 5.2.1 above (i.e. passing Phase I of the evaluation process). Such bids will be evaluated based on, but not limited the following:

- The contents of the bid;
- The merits of the bid;
- The experience of the Bidder;
- Favorable references;
- The ability of the Bidder to provide the products;

- The ability of the Bidder to act timely in providing the products;
- The ability of the Bidder to comply with the requirements of the RFB; and
- The dollar amount of the bid.

Bidders submitting bids may be requested to make a presentation to the Board to explain the bid and to answer any questions. These discussions will be with the Bidders deemed fully qualified and best suited among those submitting bids on the basis of the factors listed above.

Bids will be ranked according to the lowest and best. Based on such ranking, a recommendation will be made to the Board.

5.2.3 Phase III - Selection by Board

The Board, in its sole discretion, may award a contract for the SCBA's.

The Board shall 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(s). The Board reserves the right 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 RFB and to award a contract in the manner deemed to be in the best interest of the Board, the Township, and Delaware County, Ohio.

5.3 Award

The Contract will be awarded as follows:

- A. Except as otherwise provided in this RFB/Contract, ALL BIDS OPENED SHALL BE FINAL.
- B. The Board reserves the right to consider all elements entering into the question of determining the qualification and responsibility of the Bidder, his or her 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 RFB, may be rejected.
- D. The Board, in its sole discretion, may and reserves the right to award a contract.
- E. The Board shall 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(s). The Board reserves the right 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 RFB; and to award a contract in the manner deemed to be in the best interest of the Board, the Fire Department, the Township, and Delaware County, Ohio.
- F. The Contract shall be in writing.
- G. The Contract shall be in the form included in this RFB.

H. Upon execution of the Contract, the Board shall return, in a timely manner, the bid security of all unsuccessful Bidders.

5.4 Investigation

The Board or Chief may make such investigations as deemed necessary by the Board or Chief to determine the ability of the Bidder to provide the products required by this RFB and the Contract.

5.5 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 6 – Terms and Conditions

6.1 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 RFB, that the Bidder fully and completely understands this RFB, and the Bidder agrees to be bound by all its terms, requirements and conditions.
- 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.

6.2 Reservation of Rights

The Board 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 Board.
- B. To refuse any bid not properly submitted in accordance with the requirements of this RFB.
- C. To reject bids submitted with incomplete bid documents or forms.
- D. To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- E. The right to cancel this RFB at any time.
- F. To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.
- G. The Board shall 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(s). The Board reserves the right 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 RFB; and to award a contract in the manner deemed to be in the best interest of the Board, the Fire Department, the Township, and Delaware County, Ohio.

6.3 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, Concord Township, the Fire Department, or Delaware County, Ohio. The Contractor shall be responsible for payment of all employment related taxes, employee benefits, and Worker's Compensation premiums.

The Township is a public employer as defined in R.C. § 145.01(D). The Township has classified the Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of the Contractor for services and/or deliverables rendered and/or received under or pursuant to this Contract. The Contractor acknowledges and agrees that the Township, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If the Contractor is an individual or has less than five (5) employees, the Contractor, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor

Acknowledgement Form (“Acknowledgement”). The Acknowledgement is attached hereto and by this reference is incorporated as a part of this Contract. The Township shall retain the completed Acknowledgement and immediately transmit a copy of it to OPERs.

6.4 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 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, inactions, 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, inactions, 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, inactions, 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, penalties, fines, and expenses, including, but not limited to attorney’s fees.

6.5 Insurance/Worker's Compensation 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, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Chief 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 Board, 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 (Fire Apparatus) or particular uses of vehicles as required by applicable law.

The Board shall be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above.

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.

The Contractor shall be responsible for payment of all premiums for Worker's Compensation Insurance and all of the above policies of insurance.

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

The Contractor's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Contractor's insurance and shall not contribute to it.

The insurer shall provide thirty (30) days written notice to the Chief 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 Chief within seven (7) calendar days of change.

During the life of the Contract, the Board 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 seven (7) calendar days of the request may be considered as default.

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 render the Contract void in its entirety and the Contractor shall not be entitled to any payment pursuant to the Contract or otherwise.

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

6.6 Bid Security/Bond

All bids shall be accompanied by bid security in accordance with Ohio Revised Code Section 153.54, *et seq.* Bid security shall be in one of the following forms:

- A. A bond in favor of the Board. Said bond shall be in accordance with Ohio Revised Code Section 153.54, *et seq.* and be in an amount equal to the full amount (100%) of the 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, referencing the applicable bid name and/or number. 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 letter of credit. Said certified check, cashier's check, or letter of credit shall be in accordance with Ohio Revised Code Section 153.54 and be in an amount equal to ten (10%) of the total price bid. The certified check, cashier's check, or letter of credit shall be drawn on a solvent bank or savings and loan association. Such certified check, cashier's check, or letter of credit shall be in favor of or made payable to the Board.

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.

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

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.

The bid security shall in all respects conform to the requirements of Ohio Revised Code Section 153.54.

If the Contractor fails to enter into the Contract within ten (10) days after the notice of acceptance of the bid, the bid security shall be subject to forfeiture as provided in Ohio Revised Code Section 153.54. Should the Bidder appropriately and timely enter the Contract, the bid security will be returned to the Contractor.

Upon execution of the Contract, the Board shall return, in a timely manner, the bid security of all unsuccessful Bidders.

6.7 Performance Bond

Within ten (10) days from the date of the award of the Contract, the Contractor will be required to enter into the Contract with the Board, and, at that same time, give an acceptable performance bond in the name of the Board in the full amount (100%) of the price bid to properly secure the performance of said Contract in accordance with the terms, provisions 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, referencing the applicable proposal name and/or number. 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 to the Board.

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 Board in seeking replacement items/services.

Furthermore, the Board, in its sole discretion, may require additional bonding from the Contractor. Should an additional bond be required, the Board 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 Board. 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 the surety company to engage in such business in the State of Ohio.

6.8 Damages in the Event of Default

The Board declares and the Contractor acknowledges that the Board 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 Board 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 Board to compensate the Board for any damages it incurs as a result of the default. The Contractor agrees that if the Board does not give prompt notice of such a failure, that the Board has not waived any of its rights or remedies concerning the failure by the Contractor.

In the event of default by the Contractor, the Board may procure the Services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

6.9 Termination

A. Termination for Convenience

The Board may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the Contractor. The Contractor shall be entitled to receive compensation for any Services/Products satisfactorily performed/delivered 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 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.

6.10 Licenses

The Contractor certifies and warrants that it has obtained and maintains current all approvals, licenses, including operator licenses, certifications, and/or other qualifications (collectively "Licenses") necessary to provide all of the Services/Products required pursuant to this Contract and to conduct business in the state of Ohio. The Contractor further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason.

6.11 Subcontracting

The Contractor may not sub-contract any portion of this Contract without express written approval of the Board.

6.12 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 Board.

6.13 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 Chief, or its/his 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, Chief, or its/his 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.

6.14 Notices

The Contractor awarded the bid shall send 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, confirmation of receipt required, to the following individuals at the following addresses or facsimile numbers and shall be effective on the date received:

Contractor: (Please insert all necessary contact information below)

Phone and Facsimile: _____

Board:

Concord Township Board of Trustees
c/o Chief Todd Cooper

6385 Home Road
Delaware, Ohio 43015

Phone: (740) 881-5338
Fax: (740) 881-5422

6.15 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the Contractor shall comply with all federal, state, and/or local non-discrimination laws.

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, handicap, 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 above 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, state, and local 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.

6.16 Drug Free Environment

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

6.17 Findings for Recovery

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

6.18 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.

6.19 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 Township or 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 Township or 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.

6.20 Conflict of Interest

The Contractor agrees that no agent, officer, or employee of the Board or Fire Department during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

The Contractor agrees that it will not employ in any manner a current Board or Fire Department officer or 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 Board.

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 Board 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 Board 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.

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, Delaware County, Ohio, the Board, work on a related contract, or participation in the development of the specifications or requirements for this RFB) and, if so, the nature of that conflict. The Board 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.

6.21 Conflicts of Terms, Conditions, or Provisions

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

6.22 Headings

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

6.23 Severability

If any provision of this RFB/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 RFB/Contract shall remain in full force and effect.

6.24 Incorporation of RFB into Contract

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

6.25 Incorporation of Appendixes

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

6.26 Governing Law

This RFB/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 RFB/Contract shall be filed in and heard before the courts of Delaware County, Ohio.

6.27 Authority to Sign

Any person submitting a bid pursuant to this RFB 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.

6.28 Entire Agreement

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