

INVITATION TO BID

SIX (6) NEW 2019 COMPACT SEDANS

PROJECT TITLE

CHILDREN SERVICES BOARD

COUNTY AGENCY

ITB 19-01

BID NUMBER

FROM

FOR

**Children Services Board
731 Scholl Road, Mansfield, Ohio 44907**

TABLE OF CONTENTS

Legal Notice	1
Instructions to Bidder	2a – 2e
Supplemental Instructions to Bidder	3a – 3b
Bid Form	4a – 4b
Bidders Checklist	5
Vendors Acceptance	6
Agreement	7a – 7e
Certification/Affidavit	8a – 8d
General Conditions	9a – 9f
Supplemental Conditions	10a – 10b

LEGAL NOTICE
Notice to Bidders

AD DATES
02/08/2019
02/15/2019

The Children Services Board of Richland County (Owner):

Will receive sealed bids at the office of the Children Services Board of Richland County, 731 Scholl Rd., Mansfield, Ohio 44907, until 2:00 P.M., Ohio Time, on Friday, March 1, 2019. Bids will be opened and read aloud at that time and that place. Bids received after that time will not be accepted.

The purpose of this bid shall be to furnish Six (6) new 2019 compact sedans in accordance with specifications, which will be available in the office of the Children Services Board of Richland County, 731 Scholl Rd., Mansfield, Ohio 44907 or on the web at www.richlandcountychildrenservices.org. There will be a non-returnable charge of \$10.00 to cover handling for each set of bid documents delivered by mail. A bid bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of \$500.00, payable to the Children Services Board of Richland County, shall accompany each bid as a guarantee that if a bid is accepted, a contract shall be entered into and its performance properly secured.

Bid will be awarded on basis of lowest and best bidder.

The Children Services Board reserves the right to reject any or all bids.

By order of the Children Services Board of Richland County.

INSTRUCTIONS TO BIDDER

1. Receipt of Bid/Bid Opening

All bidders shall submit a complete, sealed bid following the procedure outlined in this Invitation to Bid no later than March 1, 2019, 2:00 P.M. to the Children Services Board of Richland County, 731 Scholl Rd., Mansfield, Ohio 44907, at which time, date and place said bid will be opened and publicly read. All sealed bids received after this time and date, for any reason, will be rejected.

2. Legal Framework

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

3. Bid Security Requirement

A bid bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of Five Hundred dollars (\$500.00) payable to the Children Services Board of Richland County shall accompany each bid as a guarantee that, if a bid is accepted, a contract shall be entered into and its performance properly secured. Said bid security must be included with each bid or the bid will be disqualified (ORC 307.88). Said bid security will be returned to all successful and unsuccessful bidders within thirty (30) days of contract execution unless otherwise notified.

4. Preparation and Submission of Bid

By submitting a bid, the bidder shall be held accountable to know all terms, conditions and specifications under which this contract will be performed. This includes, but is not limited to, the contents of all contract documents, applicable laws and regulations, and the characteristics of any work sites or inside/outside delivery sites.

Each bid shall be submitted in a clearly marked sealed container or envelope showing the company name, company address, ITB Number, Project Title, the date and time of the bid opening. All bids must be delivered to:

Children Services Board of Richland County
731 Scholl Rd.
Mansfield, Ohio 44907

The bidder shall submit the bid on the prescribed forms. All blanks spaces for bid process shall be filled in, in ink or typewritten.

Each bid shall contain the following ITB documents signed by the legally authorized company representative:

- a. Bid Security - The bid security is mandatory. A bidder will be disqualified if the bid security is not submitted.
- b. Bid Form
- c. Vendor Acceptance

The bidder shall submit any other documents or materials required in the bidding instructions with the bid.

Oral, telegraphic or faxed bids are unacceptable.

Late bids - Sealed bids received after the specified date and time will be considered late and will not be opened.

Materials - All materials in the bid will become the property of the Owner may be returned only at the Owner's discretion. Materials received constitute public records as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to Ohio Revised Code Section 149.43. The bidder shall specify those records in its bid that the bidder claims are confidential. Said records will not be considered public records if they clearly fall within an exemption enumerated in ORC Section 149.43.

Signature of Bidders - The firm, corporate, or individual name of the bidder must be signed in ink in the blank spaces provided for signatures on the contract documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as" or "sole owner".

When the bidder is a firm, the representative signing the firm's name shall also state the names of the individuals composing the firm. If the bidder is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each bid shall contain the address to which notice of the award of the contract may be mailed or delivered by the Owner.

5. Bid Alterations/ Addenda

- a. No alterations or exceptions to the specifications contained herein are permitted by the contractor unless an addendum is issued by the Children Services Board of Richland County to all bidders that have received an ITB.
- b. During the bid process, the Owner may furnish to bidders addenda covering changes, additions or deletions to the ITB documents. Addenda shall become part of the contract documents. The Owner reserves the right to postpone the bid opening to issue addenda.
- c. Any prospective bidder shall request an explanation, interpretation or answer regarding the ITB, bidding process, or specifications in writing by:

(1) Regular mail or personal delivery to the Children Services Board of Richland County:

ATTN: Kevin Goshe
731 Scholl Rd.
Mansfield, Ohio 44907

- (2) Fax to:
Kevin Goshe
Children Services Board of Richland County Fax: (419) 774-4114
- (3) E-mail:
kevin.goshe@jfs.ohio.gov

The bidder shall submit said written request no later than ten (10) days prior to the bid opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB shall be furnished promptly to all other prospective bidders as an addendum, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

Once opened, bids may not be altered. Each bid in response to this ITB shall be complete, self-contained and meet the requirements outlined in the ITB. The Children Services Board of Richland County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

6. Brand Names/Substitutions

- a. The contract documents may identify items that are proprietary products or reference a particular trade name, manufacturer's catalog or model number. This reference shall be interpreted as establishing a standard of quality only. This reference should not be construed as excluding proposals on other equal types of materials, equipment or supplies.
- b. During the bidding period, a bidder may submit a written request that any item not specifically identified in the contract documents be considered as an equal substitution to that specified item, provided such submittal is made in a sufficient time for issuance of an addendum to the contract documents. The bidder shall submit said request for substitution to the Owner no later than ten (10) days prior to the bid opening date. The request for substitution, shall include, but is not limited to, pertinent product literature and/or samples of materials as required by the Owner. If the Owner accepts the bidder's request for substitution, the Owner shall issue an addendum giving notice of the acceptance of said substitution to all bidders in accordance with the provisions of Section (5) Bid Alterations and Addenda.
- c. The Children Services Board reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

7. Contractor's Qualifications

- a. The Owner may make such investigations as the Owner deems necessary to determine the ability of the bidder to perform the contract, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- b. The bidder shall submit a completed Experience Record with the bid. The references shall include the following information: Company Name, Company Address, Contact Name and Phone Number.

8. Withdrawal of Bid

Bidders may withdraw their bids at any time prior to the bid opening date. Bidders may not withdraw their bids after bid opening. Withdrawal of a bid may expose a bidder to forfeiture of its bid security or may result in the contract being awarded to the next lowest and best bidder.

9. Award of Contract

The Owner shall award a contract to the lowest and best bidder as defined in ORC Section 307.90. Grounds that may result in a finding by the Owner that a bidder is not responsive or is not responsible include, but are not limited to:

- a. the bid is not the lowest bid.
- b. the bid fails to respond to bid specifications in all material respects and contains a deviation that affects bid amount or gives the bidder an unfair competitive advantage.
- c. the bidder is not responsible based upon the following factors:
 - (1) the experience of the bidder
 - (2) his financial condition
 - (3) his conduct and performance on previous contracts
 - (4) his facilities
 - (5) his management skills
 - (6) his ability to execute the contract properly
- d. the bidder fails to comply with any bid instructions.
- e. the bidder fails to bid on the required number of items.
- f. the use of loss leaders is apparent.
- g. the bid bond is not submitted with bid.
- h. a bid form that requires a signature by the authorized officer of the company is not signed by said officer.
- i. the bid contains corrections (i.e. erasing, correction fluid, etc.) that are not initialed by an authorized officer of the company.
- j. the bid contains irregularities, deletions, additions not required by the contract documents, conditional or obscure language, or illegible bid forms.
- k. a bidder is in arrears or in default to the Owner upon any debt or contract, or a defaulter as surety upon same, or has failed to perform faithfully any previous contract with the Owner.
- l. a bidder has delinquent property taxes.

10. Waiver of Technical Deviations

The Owner may waive any minor infractions of the instruction to bidders, immaterial deviations from the specifications, or any technical deviations from the specifications that do not affect bid amount or give a bidder an unfair competitive advantage.

11. Rejection of Bids

Pursuant Ohio Revised Code Sections 307.90 and 307.91, the Owner may reject all bids.

12. The following ITB documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit

- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate

13. Vendor Acceptance

The Bidder shall submit a signed Vendor Acceptance form and submit with their bid. The Vendor Acceptance form must be signed by a legally authorized representative.

SUPPLEMENTAL INSTRUCTIONS

1. **Bid Form**

A Bidder shall submit a completed Bid Form for the purchase of SIX (6) new 2019 COMPACT SEDANS.

2. **Descriptive Literature**

The Bidder may be required to submit descriptive literature of the products being offered. If requested, the literature will be used in the evaluation process to determine the lowest and best bidder. If no literature is provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Children Services Board to do so. Any references, that may appear in the descriptive literature that may alter the terms and conditions and specifications of the bid (i.e. F.O.B., shipping point or prices subject to change), will not be part of any contract and will be disregarded by the Owner. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

3. **Evaluation Bid evaluation criteria that will determine the lowest responsive and responsible bid is as follows:**

- a. Bidder's prior demonstrated capability and skill in providing the products requested.
- b. Responsiveness of the written proposal to the purpose and scope of work.
- c. Price.

The price evaluation will be based on the total price for all six vehicles including the delivery charge. Option pricing will not be part of the evaluation.

4. **Option Pricing**

This has been included on the pricing page. In the event of an order for one (1) or more of these options, it is the responsibility of the contractor to make sure that the entire contents of the Option Package is made available to the ordering entity and that is what the ordering entity wants included in their purchase. Option prices bid are to be less than the manufacturer's suggested retail price(s). Bidders found to be over charging for options during bid evaluation may have those options deleted from any award. Bidders found to be over charging for options at the time of invoicing will be required to submit corrected invoices reflecting proper pricing.

5. **Vehicle Requirements**

Vehicles shall be the latest current models, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being bid, but not listed, must not be removed from vehicle. Manufacturer's disclaimers indicate changes in product specification may occur during the model year and they reserve the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished, including seat belts and shoulder harness.

6. **Tires**

The tires shall be as recommended by the manufacturer for the payload rating specified, and shall be premium quality of recognized manufacturer steel belted radials.

7. **Paint**

The County shall have choice of the available manufacturer's standard colors.

8. **Body**

- a. Frame, Axle & Springs: Shall be the manufacturer's standard for the payload rating, unless otherwise specified.
- b. Cab/Vehicle Body: Shall be the manufacturer's standard production closed type with safety glass throughout.

9. **Requirements**

The following items of factory-installed equipment shall be required as STANDARD EQUIPMENT ON EACH VEHICLE LISTED IN THIS BID, UNLESS OTHERWISE NOTED. Other optional equipment required to be furnished on the units in each category, as listed herein, is to be factory installed except for any item(s) not available from the factory.

1. Power/Antilock brakes (Front and Rear)
2. Power Steering / tilt wheel
3. Automatic transmission with cruise control
4. Front or all wheel drive
5. Standard radio factory installed
6. Outside Rearview Mirrors, Left and Right, manufacturer's remote control operated left and right mirrors
7. Inside Rearview Mirror (Day/Night)
8. Interior lighting with over head dome and map or dome driver light
9. Glass factory tinted
10. Speedometer/Standard gauge package
11. Hood latch release inside passenger compartment only
12. Trunk light automatic
13. Tires must be per manufacturer's recommendation (All season steel belted black walls)
14. Spare Wheel and Tire, Manufacturer's standard
15. Bumpers: front and rear, Manufacturer's standard
16. Factory installed air conditioning
17. Temperature controlled heater with windshield defroster
18. Rear window defroster with wire in glass
19. Electronic door locks and electronic windows
20. Dual speed wipers with intermittent feature
21. Air bag restraint system and supplemental restraint system (Driver and Passenger)
22. Seat covering shall be cloth, with rear seat being bench-type
23. Floor covering shall be carpet with heavy duty mats (front and back)
24. **Rust Proofing:** each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty shall be returned with the bid, certifying compliance to this requirement. **Note: Failure to provide this warranty may result in disqualification of the bid.**
25. All vehicles to be delivered with a full tank of fuel.
26. 12 Volt power outlet in front compartment
27. Remote keyless entry (2 remotes / fobs)
28. 45-day tag

BID FORM
EXPERIENCE RECORD

The bidder is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give references and such other detailed information as will enable the Owner to judge this responsibility experience, skill and financial standing. Bids from Contractors inexperienced in this particular type of work may not be considered.

Bidder: _____

Address: _____

Authorized Signature: _____

Title: _____

BID FORM
PRICE

SIX (6) NEW 2019 COMPACT SEDANS

Delivery: 30 days, Indicate City/State of Manufacturer: _____

Contractor: _____ MFG: _____ Model: _____

Total price: _____ (1 vehicle)

Minimum Requirements:

Engine Type – 4 Cylinder 1.6 - 2.0 L

Overall length (in.) 180 – 186

Wheelbase (in.) 105 – 110

Seating capacity 5

4 door sedan

Drivetrain – Front-wheel or all-wheel drive, automatic transmission

EPA Combined fuel economy – minimum of 32 mpg

Contractor's

Order No.

Options

Unit Cost

_____ Mfg. Extended Warranty, Power Train _____ \$ _____

_____ Mfg. Extended Warranty, Complete _____ \$ _____

Bidder: _____

Address: _____

Authorized
Signature: _____

Title: _____

BIDDERS CHECKLIST

- _____ Bid Form *
- _____ Bid Bond, Certified Check, Cashier's Check, or Money Order
- _____ Vendor Acceptance*
- _____ Copy of Corrosion Protection Warranty
- _____ All items must be submitted in a sealed envelope showing the company name, Bid Number ITB 19-01, marked Children Services Vehicle Bid, and the date and time of the bid opening

* Must be submitted with a signature by a responsible officer of the company

VENDOR ACCEPTANCE

(Must return with bid.)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the bid.

Name of Authorizing Officer: _____

Title: _____

Name of Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

I, _____, (print or type name)

accept the format and technical specifications as outlined in this bid for
Six (6) new 2019 compact sedans for RICHLAND COUNTY, OHIO, and
am proposing an appropriate bid which will meet its mandatory
requirements. It is my understanding that my bid, if accepted, will
become part of the contract.

Vendor Authorized Signature

Date

Witness Signature

Date

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public
My Commission expires _____

Recorded in _____ County

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT:

Made as of the _____ day of _____ in the year of Two-thousand and nineteen (2019)

BETWEEN THE OWNER: The Owner is defined as the following Contracting Authorities:

**Children Services Board of Richland County
731 Scholl Road, Mansfield, Ohio 44907**

And the CONTRACTOR:

TYPE OF PRODUCT: Provision of six (6) new 2019 compact sedans.

The **OWNER** and the **CONTRACTOR** agree as set forth below:

Article 1 Contract Documents

The contract documents, which comprise the entire agreement between OWNER and the CONTRACTOR, consists of the following:

- 1.1 This agreement;
- 1.2 General Conditions
- 1.3 Supplemental Conditions
- 1.4 Specifications
- 1.5 Addenda
- 1.6 Bid Form
- 1.7 Experience Record
- 1.8 Instructions to Bidder
- 1.9 Supplemental Instructions to Bidder
- 1.10 Auditor's Certification
- 1.11 Unresolved Debt Affidavit
- 1.12 Vendor Acceptance
- 1.13 Affirmative Action Certification
- 1.14 Delinquent Personal Property Tax Affidavit
- 1.15 Non-Collusion Affidavit
- 1.16 Non-Discrimination and Equal Employment Opportunity Affidavit
- 1.17 Direct Billing Departments/Billed to Central Purchasing Departments
- 1.18 Certificate of Insurance
- 1.19 Bureau of Workers Compensation Certificate

Article 2 Contracting Authority

A "Contracting Authority" means:

- a. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the county or any agency, department, authority, commission, office, or board thereof.
- b. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the township or any agency, department, authority, commission, office, or board thereof.
- c. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the municipal corporation or any agency, department, authority, commission, office, or board thereof.

Article 3 Payment by Contracting Authorities

Each Contracting Authority shall pay the Contractor in accordance with the Contract Documents. Each Contracting Authority shall be liable to pay for only its own purchases. A Contracting Authority shall not be liable to pay for purchases made by another Contracting Authority. In the event a Contracting Authority fails to pay the Contractor in accordance with the Contract Documents, all other Contracting Authorities shall not be liable for said nonpayment.

Article 4 Performance by Contractor

The Contractor shall provide all goods, equipment, materials, supplies, and products and shall perform all services in accordance with the contract documents.

Article 5 Warranties and Representations

In addition to any warranties, provided by law, the Contractor represents and warrants that the goods, equipment, materials, supplies, products and/or service, shall meet all conditions, requirements and specifications as provided for in the contract documents.

Article 6 Termination for Convenience

The Owner may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation. The Contractor may terminate this Agreement without cause by written notice of cancellation mailed to the applicable Contracting Authority at their business addresses at least ninety (90) days prior to the effective date of cancellation.

Article 7 Termination for Cause

- a. In the event of default by the Contractor, the Owner may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) the provision of defective goods, equipment, materials, supplies or products,
 - (2) failure to furnish goods, equipment, materials, supplies or products in accordance with the standards required by the contract documents,
 - (3) the quality of goods, equipment, materials, supplies or products fails to meet acceptable commercial standards,
 - (4) failure to keep adequate inventory,
 - (5) failure to deliver goods, equipments, materials, supplies or products in accordance with the contract documents,
 - (6) failure to perform services in accordance with the contract documents,
 - (7) failure by the key representative to perform his/her duties in accordance with the Contract documents,
 - (8) nonperformance by contractor of any terms, conditions or provisions of this contract,
 - (9) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (10) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.
- c. In the event the Owner consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The Owner shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the Owner all costs and expenses, including (but not limited to) attorney's fees, incurred by the Owner in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This Agreement is entered into as of the day and year first written above.

CHILDREN SERVICES BOARD OF RICHLAND COUNTY

By: Patricia Harrelson (date)
Executive Director

CONTRACTOR FOR:
Six new 2019 Compact Sedans

By: Representative for (date)

APPROVED AS TO FORM:

Gary Bishop, (date)
Richland County Prosecutor

Richland County

CERTIFICATE

As the Auditor of Richland County, Ohio, I certify that the money required to meet the obligations of Owner under the attached Agreement between Owner and Contractor has been lawfully appropriated by Owner for those purposes and is in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.

Dated: _____, 20__

County Auditor
Richland County, Ohio

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that _____
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Board of Richland County Commissioners.

If _____ is found to have
(Name of Contractor)

the lowest and best bidder, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

_____ an authorized
(Name and Title)

official of _____ is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Official's Signature

Date

This certification becomes part of the resultant contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Subject: SIX COMPACT SEDANS
Department: CHILDREN SERVICES TERM CONTRACT
ITB No. ITB 19-01

State of _____ County of _____, ss:

_____ being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,
(Address of Vendor)

and as its duly authorized representative states that effective this day of _____,

- () is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

County _____ Amount (Include total amount and any penalties and interest thereon)

Richland

_____	\$	_____
_____	\$	_____
_____	\$	_____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20_____.

(Notary Public)

section 5719.042 O.R.C.

My Commission expires _____, 20_____(Seal)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that they are

the _____ or authorized representative of _____ the party making the forgoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder 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 of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all standards contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged 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 person as have a partnership or other financial interest with said bidder in has general business.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____(Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says

that they are _____

(President, Secretary, etc.)

of _____, the party who made the foregoing bids; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bids and contract under this bids, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing bids, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)

GENERAL CONDITIONS

1. Payment

- a. Upon acceptance of the Six (6) new 2019 compact sedans by County, the Contractor shall submit invoices for payment by Owner at the following address:

Children Services Board of Richland County
731 Scholl Rd.
Mansfield, Ohio 44907

- b. The Owner shall pay properly submitted invoices within thirty (30) days of receipt by County. **The Owner shall not pay late fees.**
- c. No change in the project scope of work, time, cost or substitution in material or method shall be valid unless prior written approval is obtained from the Owner for such substitutions or changes. No agent, employee or officer of the Owner, or other persons shall have the right to authorize changes in any manner other than authorized in writing by the Owner.

2. Taxes

The Owner shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

3. Permits/Codes

The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

4. Delivery of Goods

The Owner shall not pay delivery fees. All bid prices shall include delivery costs. The Owner shall not pay any charges for delivery made directly to the destination. All shipments are to be made as requested directly to the Owner.

5. Non-Acceptance of Supplies

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the Owner. All returns will be the sole responsibility of the contractor. The Owner shall not permit return charges.

6. Performance Requirements

The Owner may reject any supplies or equipment that fail to conform in all respects to the specifications. A representative or agent of the Owner shall contact the contractor by telephone within ten (10) days after delivery of the rejected supplies or equipment of the reason for rejection. If the contractor fails to make immediate replacement of rejected supplies or equipment, the Owner may procure in the open market supplies and equipment that meets the specifications. If the Contractor does not perform in accordance with the specifications of the contract, it shall be considered breach of contract for non-performance and may result in a claim against the Contractor for all costs and damages to procure like items in the open market.

7. **Force Majeure Clause**

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

8. **Placement of Orders**

A representative or agent of the Owner shall directly place orders with the Contractor.

9. **Labeling of Shipments**

The Contractor shall properly label all items and show all information necessary to deliver the items to the proper location. All shipments shall show the name of the entity placing the order and specific delivery location. All shipments must be accompanied by a packing slip showing the order number or invoice number.

10. **Estimated Requirements**

Actual purchases under this contract may exceed or be less than the estimated requirements furnished by the Owner during the bidding process. The Owner does not obligate itself to purchase said estimated requirements. Said estimated requirements are stated to give potential bidders a range or approximation of what the Owners' purchases could possibly be during the term of agreement.

11. **Contractor Support**

The Contractor shall at all times have a customer service representative available as a representative and liaison to work with the Children Services Board of Richland County.

12. **Contract Administration**

The Children Services Board of Richland County will administer the Bid and resultant contract.

13. **Equal Opportunity Provisions Required**

The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;

- b. That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

14. Title VI of the Civil Rights Act

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

15. Affirmative Action Certification

The Contractor shall complete and provide to the Owner an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.

16. Non-Collusion Affidavit

The Contractor shall complete and provide to the Owner an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit shall be on the form, attached hereto and delivered by the Contractor to Central Purchasing prior to execution of the contract.

17. Personal Property Tax Affidavit

The Contractor shall complete and provide to the Owner a Personal Property Tax Affidavit in compliance with ORC Section 5719.042. This affidavit shall be on the form, attached hereto and delivered by the Contractor to the Owner prior to execution of the contract. In the event, the Contractor has delinquent personal property taxes within Richland County, the Owner may not award a contract to the Contractor.

18. Insurance Requirements

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to Central Purchasing prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Board of Commissioners as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply to Central Purchasing with a new Certificate of Insurance.

Workers' Compensation Coverage: as required by law.

Comprehensive Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused occurrence, and rising out of ownership, maintenance or use of any automobile.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to, or destruction of property caused by occurrence and rising out of ownership, maintenance or the use of any automobile.

19. Indemnification

The Contractor agrees to indemnify and hold harmless the Owner, its agents, employees or any other person against loss or expense including attorneys fees, by reason of any liability imposed by law upon the Owner, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Owner, its employees or agents or any other person. In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the Owner, the Contractor expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Contractor shall (at the Option of the Owner) defend the Owner with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

20. Federal, State and Local Laws

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of the contract, including applicable state and Federal laws regarding drug-free work places. The Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

21. OSHA Compliance

a. Any equipment or materials supplied under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. The Owner may reject any items not meeting OSHA specifications. At the convenience of the Owner, the Owner may require the Contractor to provide training at the Contractor's expense to county employees in the operation or maintenance of any item.

- b. Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the contractor shall provide the Owner with written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid.
- c. The Contractor shall post at each appropriate facility a Material Safety Data Sheet, containing a List of Hazardous Chemicals and Substances. Upon the delivery of any hazardous chemicals or substances, the contractor shall identify said hazardous chemicals and substances on said List of Hazardous Chemicals and Substances.

22. Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

23. Amendment

The Owner and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the Owner and the Contractor each agrees to such amendment in writing.

24. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Owner. All persons employed by the contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the Owner.

25. Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

26. Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

27. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

28. Controlling Law

This contract shall be governed by the law of the State of Ohio.

29. Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the Owner's record retention schedules. The Contractor shall remove and destroy said records in accordance with state and federal law governing public records and the Owner's record retention schedules.

30. Unresolved Debt Affidavit

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.

SUPPLEMENTAL CONDITIONS

1. **Service**
The vehicle will be completely dealer serviced and conditioned as per the manufacturer's pre-delivery recommendations and all equipment is to be completely installed with all adjustments made which are required to prepare the vehicle for immediate and continuous operation upon delivery. Unit shall conform to all current Federal Safety Regulations including OSHA.
2. **Service Policy**
The successful bidder shall furnish with each vehicle delivered, or within three (3) days after delivery of the vehicle, the Manufacturer's Owner Service Policy. In addition, the Owner's Service Policy shall be recognized and accepted by all authorized dealers within the boundaries of Richland County under which the vehicle operates.
3. **Certificate of Title**
The title shall be filed by the contractor and delivered to the Owner within thirty (30) days after delivery of the vehicle.
4. **Agency Registration**
The contractor shall furnish the Title Documents for each new vehicle and deliver same to the Owner, unless otherwise specified on purchase order. The contractor shall deliver with the necessary papers a \$5.00 per vehicle filing fee at time of vehicle(s) delivery.
5. **Advertisement**
Dealer name-signs shall not be affixed to any part of the delivered vehicle.
6. **Delivery**
The transporting and delivery of automobiles shall be **within 30 days of awarding of the contract** and accomplished by surface transport, or by being driven individually. Tow bar delivery is not acceptable. All deliveries shall be affected per bid commitment. Failure to meet delivery requirements may be cause for cancellation, only with the prior approval of the Children Services Board Richland County.
7. **Delayed Delivery**
The Owner declares that time is of the essence and the delivery of the vehicle(s) ordered by the projected delivery date is crucial to the ordering agency. The Owner realizes that there are circumstances beyond the control of the contractor that cause delay in delivery. In the event the contractor is unable to meet the projected delivery date referenced above due to circumstances beyond his control, the contractor must contact the ordering agency, in writing, and inform the agency why there is a delay, setting forth therein the reasons for the delay, and providing a new delivery date.
8. **Warranty**
Unless ordered with extended warranty, manufacturer's standard warranty shall apply – Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.

9. **Non-Compliance Delivery**
Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the dealer or manufacturer to comply with the Owners requirements (see "Contract terms and conditions"). Any extra accessories delivered on vehicles can not and will not be paid for.

10. **Options (as ordered)**
Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Be sure such requirements are noted. Once awarded, contractors are expected to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.