

REQUEST FOR PROPOSAL
FOR
LICKING COUNTY SENIOR LEVY SOCIAL TRAVEL TRIPS
LICKING COUNTY, OHIO

Licking County Commissioners Office

Released on October 13, 2017

Advocate RUN: **Friday, Oct. 13, 2017**

NOTICE TO BIDDERS

Sealed RFP's will be accepted by the Licking County Board of County Commissioners until **Tuesday, October 31, 2017 at 11:30am** and opened at that time, at the Donald D. Hill Licking County Administrative Building, 20 South Second St., 4th Floor, Commissioners' Office, Newark, Ohio for the following:

"Licking County Senior Levy Social Travel Trips"

Complete specifications, and full information for bidders may be obtained from the office of the Licking County Commissioners or the Licking County website, www.lcounty.com, posted under Bids/Contracts. A bidder receipt must be submitted to the Licking County Commissioners Office to enable the County to send updates or corrections to the bid documents.

Sealed envelopes containing RFP's must be addressed to the Board of Licking County Commissioners, 20 South Second Street, Newark, OH, 43055, and endorsed on the outside of the envelope as follows: "Licking County Senior Levy Social Travel Trips".

If the proposal is in excess of fifty thousand dollars (\$50,000.00) bidder must submit a Bid Surety in compliance with ORC Section 307.88.

The Board of Commissioners reserves the right to accept the lowest and best proposal. If, in the opinion of the Board, the acceptance of the lowest proposal is not in the best interest of all concerned the Board may accept another proposal so opened or reject all proposals and re-advertise. The Board reserves the right to waive any informality or irregularities in the proposals received.

Licking County Board of Commissioners
Beverly Adzic, Clerk/Administrator

APPENDIX A

BIDDER RECEIPT FORM

RFP SPECIFICATIONS FOR:

**LICKING COUNTY SENIOR LEVY SOCIAL TRAVEL
TRIPS**

Bidder to complete this form prior to receiving a RFP packet. This form must be retained in the RFP folder to enable the County to send updates or corrections to the RFP documents. E:mail completed form to Pam Jones, pjones@lcounty.com or fax: 740-670-5119.

BIDDERS COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE _____

PHONE: (_____) / ____ - _____

FAX: (_____) / ____ - _____

E:MAIL ADDRESS: _____

CONTRACT PERSON: _____

DATE GIVEN OUT ____ / ____ / ____ **BY:** _____

COUNTY EMPLOYEE

Licking County Senior Levy Social Trips

Request for Proposal (RFP)

Dear Proposers:

Licking County Board of Commissioners (hereinafter referred to as the "LCBOC") is requesting proposals from a qualified public entity or private firm, to establish a contract for Senior Levy Social Trips. The term is expected to be for one (1) year with two (2) one-year options to renew.

1. BACKGROUND

The LCBOC goal is to provide efficient, effective and quality public services in an open, honest, and fiscally responsible manner through innovation, leadership and accountability. The responsibilities of the LCBOC include ensuring that government operates successfully and efficiently at the local level. The LCBOC constitute the chief governing body of the county. They are the county government taxing, budgeting, appropriating, and purchasing authority.

In 1985, the LCBOC proposed a tax levy to the citizens of Licking County for the purpose of providing or maintaining senior citizens services or facilities authorized by Section 307.694 or 307.85 of the Ohio Revised Code. The voting citizens of Licking County approved this tax and have consistently seen a need since that time to provide services to include such needs to seniors age 60 and older with programs and services in the areas of health and wellness, home/residence home care, transportation, nutrition, personal development, health assessments, respite care services, recreation, emotional well-being, lifelong learning opportunities and socialization in a safe, comfortable, and uplifting environment throughout Licking County on a continual basis.

A Senior Levy Advisory Board was created by the LCBOC. This Board provides the LCBOC with recommendations to distribute senior levy dollars for each calendar year. In 2017, (24) agencies/Organizations/Social Clubs were allocated \$4,539,302.00 of the Senior Levy funding. The Senior Levy Advisory Board has recommended to the LCBOC to identify trip destinations among the 24 agencies receiving these Sr. Levy dollars with the goal of preventing trip duplications and to create an effective, efficient, affordable and coordinated approach to meet the future "bus trip" needs of seniors in Licking County. The Sr. Levy Advisory Board is requesting 32 trips in 2018 to be coordinated, scheduled and managed beginning July 2018.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Resolution Requesting Clerk/Administrator to Advertise Bid: **October 12, 2017**

Release of RFP: **October 13, 2017**

Deadline for Written Questions: **October 24, 2017**

Responses to Questions Posted on Web: **October 25, 2017**

Proposals are Due: **October 31, 2017 at 11:30am**

Interview (if held): **Week of Nov. 6, 2017**

Award Approval: **Week of Nov. 13, 2017**

*All dates are subject to change at the discretion of the LCBOC

3. SCOPE OF WORK

Purpose

The LCBOC seeks a transportation provider to provide an effective, efficient, affordable and coordinated approach to meet the “bus trip” needs of seniors in Licking County to destinations and attractions including museums, casinos, gardens, theaters, restaurants, exhibits, special events, etc. This transportation provider will work with a Senior Levy Trip coordinator/Planner to schedule and manage these “bus trips”.

Scope

Vehicle and Accommodations

The transportation provider must utilize buses model year 2013 or newer with the following accommodations- if available, if not available, please provide us with your recommendations:

- 25 and 55 passenger capacity
- Restroom
- Handicap Accessible
- Air conditioning and heating
- Public address system
- Seat Belts

Bus Operator

The bus operator must deliver superior customer service and demonstrate sensitivity to the special needs of older adults. The bus operator shall be dressed appropriately and professionally.

Services

The transportation vendor will provide day trips to various destinations and attractions. Trips will depart from and return to various locations throughout Licking County.

Per passenger price for day trips must include cost for transportation.

4. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the LCBOC with a thorough proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Bidder Receipt Form, Proposal and Cover Letter**

Complete **Appendix A**, “Bidder Receipt Form” and attach this form to the proposal and the cover letter. This bidder receipt must also be submitted to the LCBOC to enable the County to send updates or corrections to the bid documents.

A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest LCBOC and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the County, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail how the respondent intends to employ in carrying out the work.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from County staff. Explain what the respective roles of county staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the County will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any County owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the County in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the County, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual. Include a resume for each designated individual. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the County for approval before they begin work.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability including length of time that your firm has provided the services being requested in the Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The LCBOC reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- o Client Name
- o Project Description
- o Project start and end dates
- o Client project manager name, telephone number, and email address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the LCBOC to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee/Price Proposal**

All Proposers are required to use the form in **Appendix B** to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees/price proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Sample Agreement**

The firm selected by the LCBOC will be required to execute an Agreement for Services (Agreement) with the LCBOC. The form of the Agreement is enclosed as **Appendix C**, but may be modified to suit the specific services and needs of the LCBOC. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- | | |
|----------------------------|------------|
| 1. Bidder Receipt Form | Appendix A |
| 2. Fee/Price Proposal Form | Appendix B |
| 3. Agreement | Appendix C |
| 4. Vendor Affidavit Form | Appendix D |
| 5. Findings for Recovery | Appendix E |

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, plus one electronic copy: email copy of your proposal (you will receive a confirmation notice of submittal) in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy of disk copy, the original shall control.

- **Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes marked and received no later than **11:30am on October 31, 2017** to the address below: Proposals will not be accepted after this deadline.

Licking County Board of Commissioners

Attn: Pam Jones, Deputy Clerk

20 South Second Street

Newark, Ohio 43055

Email: pjones@lcounty.com

RE: Licking County Senior Levy Social Travel Trips

- **Inquiries**

Questions about this RFP must be directed in writing, via email to:

Pam Jones, Deputy Clerk

pjones@lcounty.com

The LCBOC reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Licking County website at www.lcounty.com. Proposers should check this web page daily for new information. The LCBOC will endeavor to answer all written questions timely received no later than **October 24, 2017**. The LCBOC reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any County employee other than the contracting officer listed above regarding this RFP. The County reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the County.

- **Conditions for Proposal Acceptance**

The RFP does not commit the County to award a contract or to pay any costs incurred for any services. The County, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source (s), or to cancel this RFP in part or in its entirety. The County may waive any irregularity in any proposal. All proposals will become the property of the County of Licking. If any proprietary information is contained in the proposal, it should be clearly identified.

6. EVALUATION CRITERIA

The lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel -----25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services -----10%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal -----50%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in **Appendix B.**

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities . -----15%

7. EVALUATION OF PROPOSALS AND SELECTION PROCESS

An evaluation/Selection Committee (Committee), which may include members of the Sr. Levy Board, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The LCBOC may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the LCBOC reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The LCBOC may reject any proposal in which a Proposer's approach qualifications, or price is not considered acceptable by the LCBOC. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The LCBOC may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the LCBOC may elect to negotiate directly with one or more Proposers to obtain the best result for the County prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **November 6, 2017** and will be conducted at the Donald D. Hill County Administration Building, 20 South Second Street, Newark, Ohio 43055. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the County may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The County may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to the lowest responsible bidder. The county may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the LCBOC, the County may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the LCBOC describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix C** to this RFP, which may be modified by the County. All Proposers are directed to particular review the indemnification and insurance requirements set forth in the Sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the County and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

9. STANDARD TERMS AND CONDITIONS

Amendments

The LCBOC reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the County's website – www.lcounty.com

Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the County.

Insurance Requirements

The County required that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the County for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the County with the Certificates of Insurance proving coverage.

APPENDIX B
PRICING PROPOSAL FORM
LICKING COUNTY SENIOR LEVY SOCIAL TRAVEL TRIPS

Provide rates for this sampling of the types of trips the Senior Levy Organizations/Agencies/Clubs have taken in the past, in accordance with the County's current requirements, as set forth in Section 3 Scope of Work. Also, provide your firm's proposed Staffing Plan on a separate sheet of paper including Level of Activity for each trip. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of one (1) year. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period.

TRIP #	DESTINATION	DEPARTING FROM	Zone Letter		Bus COST Per 25 or Less PASSENGERS	BUS COST Per 55 PASSENGERS
		EXAMPLE: One of our Sr. Levy Funding Recipients location – TBD (Exhibit F)				
1	Amish Country		B			
	Holmes County, Ohio					
2	Air Force Museum		C			
	1100 Spaatz St. Dayton, Ohio 45433					
3	Belterra Park Gaming & Ent. Center		C			
	6301 Kellogg Rd. Cincinnati, OH 45230					
4	Columbus Statehouse/Columbus Art Museum		E			
	51 State House, Col. OH 43215					
5	Creation Museum		C+			
	2800 Bullittsburg Church Rd. Petersburg KY 41080					
6	Alum Creek Fantasy of Lights		E			
	3311 S. Old State Rd. Delaware, OH 43015					
7	Warther Museum		B			
	331 Karl Ave., Dover, OH 44622					

8	Franklin Park Conservatory		E			
	1777 E. Broad Street Col. OH					
9	Hartville Marketplace		B			
	1289 Edison St. NW, Hartville, OH 44632					
10	Hollywood Casino		E			
	200 Georgesville Rd. Col., OH					
11	LaComedia		C			
	765 W. Central Ave. Springboro, OH 45066					
12	Longhorn Ranch (Dickinson Cattle Co.)		D			
	35000 Muskrat Rd., Barnesville, OH 43713					
13	Miami Valley Gaming		C			
	6000 OH-63, Lebanon, OH 45036					
14	Newport Aquarium		C+			
	1 Aquarium Way, Newport KY 41071					
15	Rock and Roll Hall of Fame & Museum		B			
	1100 E. 9 th St. Clev., OH 44114					
16	Roscoe Village		B			
	600 N. Whitewoman St. Coshocton, OH					
17	Eldorado Scioto Downs		E			
	6000 S. High St., Columbus, OH 43207					
18	The Rivers Casino		B+			
	777 Casino Dr. Pittsburgh, PA 15212					
19	The Wilds & Glass Factory		D			
	14000 International Rd. Cumberland, OH					

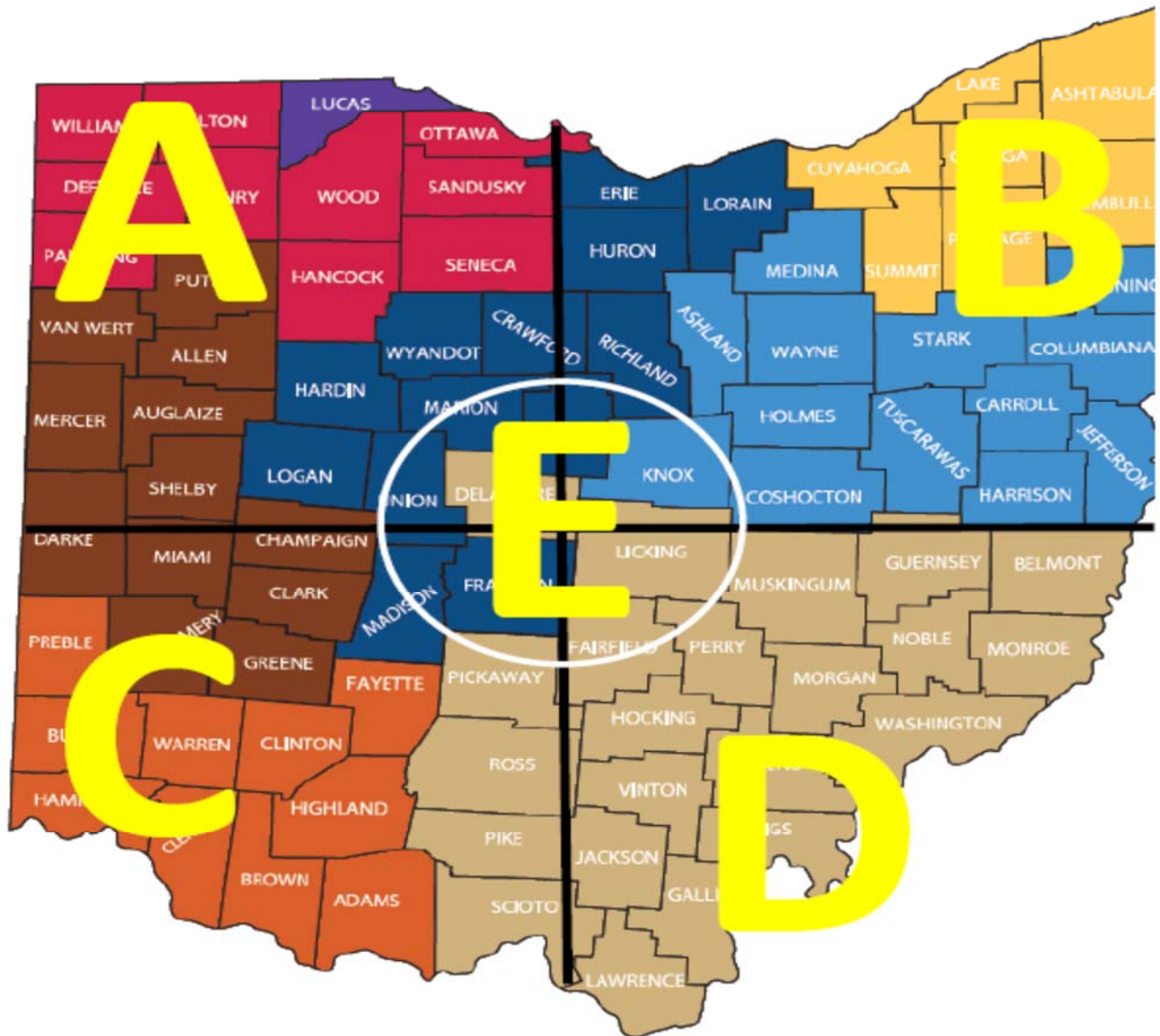
20	Traders World		C			
	601 Union Rd. Lebanon, OH 45036					
21	Villa Milano		E			
	4411 Tamarack Blvd. Col. OH 43229					
22	Wheeling Island Casino		D+			
	1 S. Stone Street Wheeling, WV					
23	Vaud-Villities		E			
	4411 Tamarack Blvd. Col. OH 43229					
24	Columbus BalletMet		E			
	Downtown Columbus & Worthington Theaters					
25	Hard Rock Rocksino - Northfield Park		B			
	10777 Northfield Rd., Northfield, OH 44067					
26	Columbus Zoo		E			
	4850 Powell Rd., Powell, OH 43065					
27	Ogelbay Park - Christmas Lights		D+			
	465 Lodge Dr., Wheeling, WV 26003					
28	Lorena Sternwheeler		D			
	Zane's Landing Park, Market St., Zanesville, OH 43701					
29	Jungle Jim's International Market		C			
	5440 Dixie Highway Fairfield, OH 45014					
30	KitchenAid Factory Tour		C			
	1701 KitchenAid Way, Greenville, OH 45331					

31	Armstrong Air & Space Museum		A			
	500 Apollo Dr., Wapakoneta, OH					
32	Nautica Queen Luncheon Cruise		B			
	1153 Main Ave. Cleveland, OH 44113					
	TOTAL ESTIMATED ANNUAL PRICE				\$	\$

ZONE LETTERS WITHIN OHIO

Zone A,B,C,D = 2-4 Hour Distance

Zone E = 1-2 Hour Distance



APPENDIX C
AGREEMENT

This AGREEMENT, made this _____ day of _____, 20____, by and between _____ (The Contractor), with offices at _____,

and Licking County, 20 South Second Street, Newark, Ohio 43055 (The County) for

_____ services in Licking County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

The Contractor agrees to provide all materials, supplies, equipment, labor, and supervision necessary, and perform, as an independent contractor, the following described work at _____ (address or project name) as set forth in the attached "Estimate," and further described in attached "Exhibit A."

1. Contract term (if applicable) from _____ (Beginning Date) to _____ (Ending Date).
2. The total amount of the contract cannot exceed \$_____, unless otherwise limited or expanded by amendment.
3. The Contractor will work during hours mutually agreeable and acceptable to both the County and the Contractor.
4. The Contractor shall submit invoice(s) to the County for work performed. Invoices will be submitted each month within 10 days of the end of the service month for services rendered during the month. The Contractor shall make all reasonable efforts to include all services provided during the service month on the invoice. The County will make payment for all invoices received in accordance with the terms of this contract. The County will only pay for those services outlined in the attached "Price Proposal Form," and further described in attached "Exhibit B."
5. The County shall pay The Contractor for the performance of the work as set forth in the attached "Price Proposal Form," and further described in attached "Exhibit B." Specifications pertaining to this agreement will be strictly enforced.
6. Additional charges MUST be approved by the Board of County Commissioners in writing and will be based on additional time spent to complete the Work.
7. There will be no charge for extra work of an occasional, incidental, or reasonable emergency nature arising in the normal course of business conducted on the premises.
8. The Contractor will supervise and direct the work; however, the County will, at all times, have access to the work.
9. Contract shall be for one year unless both parties agree to extend the contract an additional two (1) year term.

10. The County reserves the right to make, at any time during the progress of the work, such alterations in details of work as may be deemed necessary or desirable. Such alterations shall not invalidate this Agreement, and the Contractor agrees to perform the work as altered, the same as if it had been part of the original Agreement. In the event of an alteration the Contractor and the County shall renegotiate the contract price to reflect the costs of the work so altered.
11. The Contractor shall make adequate provisions to ensure the security and safety of the Contractor's employees, equipment and supplies and shall comply with all OSHA regulations.
12. The Contractor guarantees to pay all payroll taxes, workers' compensation insurance and any or all other taxes that may be levied against payroll by City, State or Federal agencies. The Contractor shall furnish liability and property damage insurance in the amount specified in the Bid Documents if applicable. In the absence of a Bid Document, the Contractor shall furnish personal liability, property damage and theft insurance certificates in the amount of \$ _____ with \$ _____ umbrella policy, and a workers' compensation certificate, as applicable. The Contractor shall carefully screen and perform reference checks on all personnel associated with this Agreement in a satisfactory manner. In the event the Federal minimum wage law is increased, the Agreement will be increased correspondingly.
13. The Contractor agrees to protect, defend, indemnify, and hold the County; its officers, employees, and agents; and the Board of County Commissioners of Licking County free and harmless from and against any and all losses, penalties, damages, settlements, costs, including but not limited to attorney's fees, or liabilities of every kind and character arising out of or in connection with any acts or omissions, negligent or otherwise, of the Contractor or its employees, officers, agents, and subcontractors. The Contractor agrees to pay all damages, costs, and expenses, including but not limited to attorney's fees, of the County; its officers, employees, and agents; and the Board of County Commissioners in defending any action arising out of the aforementioned acts or omissions.
14. The Contractor shall not permit liens or encumbrances to be filed against the County property by reason of the Contractor's failure to pay for services performed or materials furnished hereunder. The Contractor shall not assign this Agreement or any interest therein or any monies due or to become due thereunder voluntarily, involuntarily or by operation of law. Nor shall the Contractor subcontract any of its duties hereunder without the County's prior written consent.
15. In the event the County provides its written consent to a Subcontractor, the Contractor shall indemnify and save the County and the County's agents and employees harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the County may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either The Contractor, his Surety, if applicable, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the County shall be considered as a payment made under the Agreement by the County to the Contractor and the County shall not be liable to the Contractor for any such payments in good faith.

16. The Contractor is responsible for all property damage caused by its employees. Said repair or replacement shall be accomplished within ten calendar days of notification. The Sheriff's Office will investigate all accidents and shall make a report.
17. The Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and non-discrimination laws and regulations including but not limited to Title VI and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, and the Ohio Civil Rights Law. During the performance of this Agreement, the Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and the procurement of materials and equipment. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and state non-discrimination laws. The Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything related to this Agreement, or in reference to any contractors or subcontractors of said Contractor.
18. The Contractor certifies and affirms that the Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on the state, county, or private property, will not purchase, transfer, use or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. The Contractor warrants that its services and/or goods shall be performed and/or provided in a professional and work like manner in accordance with applicable professional standards. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of completion. The Contractor warrants and guarantees for a period of one year from the date of completion of the improvement, that it is free from all defects due to faulty materials or workmanship, and The Contractor shall promptly make corrections as may be necessary by reason of such defects. The County will give notice of observed defects with reasonable promptness. In the event that The Contractor should fail to make repairs, adjustments, or other work, which may be made necessary by such defects, The County may do so and charge The Contractor the cost thereby incurred. If applicable, THE CONTRACT BOND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH THE GUARANTEE PERIOD.
20. When the work is completed, the site shall be cleaned of all rubbish and debris caused by the construction and/or demolition. All temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.
21. After ten (10) days from delivery of a Written Notice to The Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate this agreement. In such case, The Contractor shall be paid for all work executed and any expense sustained, unless such termination was due to the act or conduct of the Contractor.
22. This Agreement is a matter of public record under the laws of the State of Ohio. The Contractor agrees to make copies of this Agreement promptly available to any requesting party. Upon request made pursuant to Ohio law, the County shall make available the Agreement and all public records generated as a result of this

Agreement. By entering into this Agreement, the Contractor acknowledges and understands that records maintained by the Contractor pursuant to this Agreement may be deemed public records and subject to disclosure under Ohio law. The Contractor shall comply with the Ohio public records law.

23. The Contractor warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any contract, which will impede its ability to perform the services under this Agreement. The Contractor has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when a County employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement. The Contractor shall report the discovery of any potential conflict of interest to the County. Should a conflict of interest be discovered during the term of this contract, the County may exercise any right under this Agreement, including termination.
24. Nothing in this Agreement establishes a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent without the right or authority to impose tort, contractual, or any other liability on the County or its Board of County Commissioners.
25. This instrument embodies the entire agreement between the parties, and any prior understanding, agreement, or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement. There are no promises, terms, conditions, or obligations other than those contained within this Agreement. This Agreement shall supersede all previous communications, representations, or contracts, either written or oral, between the parties to this Agreement.
26. If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
27. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party. All amendments and changes shall be dated and become part of the original Agreement. The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.
28. The Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the State of Ohio and shall have been deemed to have been executed in Licking County, Ohio. Further, the parties agree to submit to the jurisdiction of, and agree that the venue is proper in the Licking County Common Pleas Court, Licking County, Ohio. In Witness Whereof, the parties hereto have executed this Agreement, in duplicate, as of the ____ day of _____ 20____

CONTRACTOR'S SIGNATURE

WITNESS

PRINT CONTRACTOR'S NAME

DATE SIGNED

LICKING COUNTY COMMISSIONER

DATE

Appendix C - EXHIBIT "A"

AGREEMENT SUMMARY

This contract shall become effective on _____, _____ and shall continue in effect for a period of _____.

_____ proposes to furnish the services as described herein for the following cost:_____.

Additional component/s of the contract:

APPENDIX D
VENDOR AFFIDAVIT FORM
Applies only if competitive bid

PROJECT NAME: _____

NON-DELINQUENCY OF PERSONAL PROPERTY TAXES:

The undersigned, being duly sworn, if a contract is awarded you, states that we (the Vendor) are not charged at the time the bid was submitted with delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent property taxes on any such tax list. Nor do I have any debt owed to the State of Ohio.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

That we do not and shall not discriminate against any employee or applicant for employment because of race, religion, color, or national origin. If awarded the bid and/or contract under this proposal, 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 proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit. Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in contract provisions with the owner if selected as the successful bidder by the Owner.

NON-COLLUSION:

That the bid being submitted is genuine and not collusive or sham; that we/I have not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; have not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure advantages against the County of Licking or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true, and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential information or date relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

That we do hereby affirm the above statements to be true and in consideration of the award of the aforementioned contract, the above statements are incorporated in said contract as a covenant of the undersigned.

Company Name

Company Tax I.D. Number

Bidder/Vendor Signature

Print Name & Title

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public Signature

Date Commission Expires

APPENDIX E

FINDINGS FOR RECOVERY

To be compliant with House Bill 95, search the State Auditors Website:
To be included with all contracts

Website:	www.auditor.state.oh.us
Click on:	"Findings for Recovery"
Click on:	"To perform a certified search"
Print list and initial findings.	