



BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

ENTER INTO CONTRACT WITH PATTERSON DENTAL SUPPLY, INC. FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT AND AUTHORIZE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS RELATIVE THERETO

WHEREAS, pursuant to Resolution #21-0327, adopted March 9, 2021, this Board approved a Notice of Intent to Award Contract for the Warren County Jail & Sheriff's Office Dental Equipment Project to Patterson Dental Supply, Inc., for a total bid price of \$39,930.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Patterson Dental Supply, Inc., 1031 Mendota Heights Rd., St. Paul MN, for a total contract price of \$39,930.00 and authorize County Administrator to sign documents relative thereto. Said contract is attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mr. Grossmann – yea

Mrs. Jones – yea

Resolution adopted this 13th day of April 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

LL\

cc: c/a— Patterson Dental Supply, Inc.
Facilities Management (file)
OMB Bid file



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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

APPROVE NOTICE OF INTENT TO AWARD BID TO PATTERSON DENTAL SUPPLY, INC. FOR THE WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT

WHEREAS, bids were closed at 10:00 a.m., March 2, 2021, and the bids received were opened and read aloud for the Warren County Jail & Sheriff's Office Dental Equipment Project and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Warren County Director of Facilities Management, Patterson Dental Supply, Inc., has been determined to be the lowest and best bidder; and

WHEREAS, Patterson Dental Supply, Inc., was the best bidder with a total bid price of \$39,930.00; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, that it is the intent of this Board to award the contract to Patterson Dental Supply, Inc. 1031 Mendota Heights Rd. St. Paul, MN , for a total bid price of \$39,930; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mr. Grossmann moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Young – yea

Mrs. Jones – yea

Mr. Grossmann – yea

Resolution adopted this 9th day of March 2021.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KH\

cc: Facilities Management (file)

OMB Bid file



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TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

BID OPENING

March 2, 2021

BID OPENING – Warren County Jail & Sheriff’s Office Dental Equipment Project

Bids were closed at 10:00 a.m. a.m. this 2nd day of March and the following bids were received, opened and read aloud for the Warren County Jail & Sheriff’s Office Dental Equipment Project for the Warren County Facilities Management Department:

Patterson Dental
Cincinnati, OH

\$39,930.00

Trevor Hearn, Director of Facilities Management will review bids for a recommendation at a later date.

cc: Bid File

OMB

Facilities Management (file)

**BID/CONTRACT DOCUMENTS
WARREN COUNTY JAIL & SHERIFF'S OFFICE
DENTAL EQUIPMENT
PROJECT**

**WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250**

PROPOSAL PRICE (BID) SHEET

WARREN COUNTY JAIL & SHERIFF'S DENTAL EQUIPMENT

No.	Description	Cost
1	Dental equipment	
2	Freight	
3	Installation, testing, and training	
4		
5		
6		

TOTAL BID PRICE \$ _____

TOTAL BID PRICE (In Words)

NOTE:

1. Quantities are based upon plans for the Warren County Jail & Sheriff's Office and prepared by the Warren County Facilities Management Department.

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. ***If there are no exceptions, please indicate "none" below.***

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

BIDDER IDENTIFICATION

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

E-MAIL ADDRESS:

FEDERAL I.D. #:

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Proposal Price (Bid) Sheet
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D. Bid Guaranty and Contract Bond

E. Performance Bond

F. Contract

G. Bond & Insurance Requirements

H. Experience Statement

I. Affidavit of Non-Delinquency of Real and/or Personal Property Tax

J. Equal Employment Opportunity Requirements, Bid Conditions and Non-Discrimination and Equal Employment Opportunity Affidavit

K. Special Provisions/Technical Specifications

INVITATION TO BIDDERS

INVITATION TO BIDDERS

Separate sealed bids for the Warren County Jail & Sheriff's Office Dental Equipment Project will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 10:00 a.m., March 2, 2021, and then at said time publicly opened and read aloud.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx> . Questions regarding the technical specifications should be directed to Trevor Hearn at the Warren County Facilities Management Department at 513-695-1256.

Project Description: The project involves providing new dental equipment for the detention facility, including delivery and installation to the new facility at 822 Memorial Drive in Lebanon Ohio.

A Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashiers check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder. All bids shall be sealed and plainly marked:

BID OPENING –WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT, MARCH 2, 2021, AT 10:00 A.M.

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

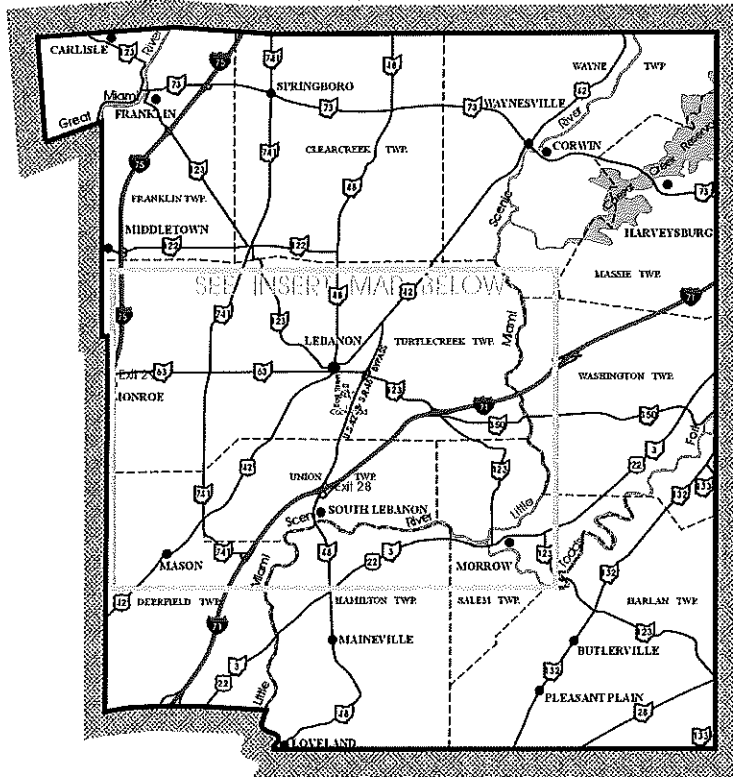
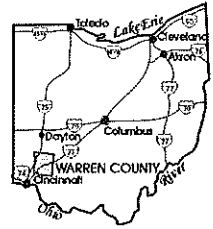
By order of the Board of County Commissioner, County of Warren, State of Ohio.

Tina Osborne, Clerk

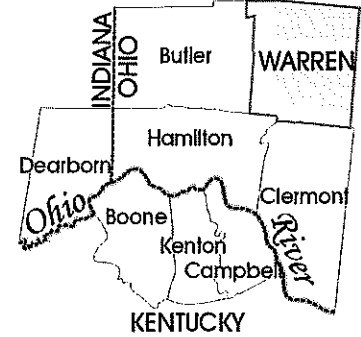


DIRECTIONS FROM INTERSTATE HIGHWAYS 71 & 75 TO WARREN COUNTY, OHIO

COUNTY ADMINISTRATION BUILDING



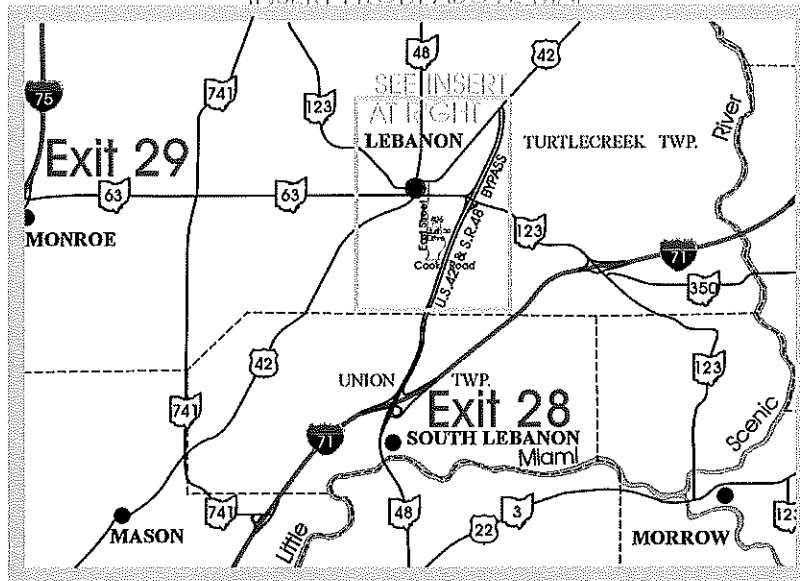
OKI
Ohio - Kentucky - Indiana
Regional Council of Governments
TRI-STATE REGION COUNTIES



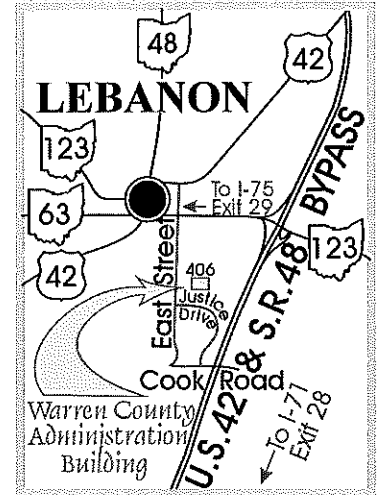
- FROM INTERSTATE 75:**
- Take Monroe / Lebanon Exit 29,
 - Head East on S. R. 63 Into Lebanon,
 - Turn right onto East Street,
 - Turn left onto Justice Drive,
 - Turn left into parking lot,
 - At first driveway on left.

- FROM INTERSTATE 71:**
- Take Lebanon / South Lebanon Exit 28,
 - Head North on U. S. 42 / S. R. 48 Bypass,
 - Turn left onto Cook Road at traffic light,
 - Turn at first right onto Justice Drive,
 - Turn right at first street on right,
 - Then left into parking lot at first left.

INSERT FROM ABOVE MAP



INSERT FROM MAP AT LEFT



Map Prepared By: Warren County Regional Planning Commission

SECTION B

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until 10:00 a.m., March 2, 2021, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036. Bids shall be submitted in a sealed envelope clearly marked "Bid Opening –Warren County Jail & Sheriff's Office Dental Equipment Project, March 2, 2021, at 10:00 a.m."

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. **Withdraw of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.
3. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.
4. **Method of Bidding:** The Owner invites the following bid(s):

WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the construction described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;

- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder;
 - c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
 - d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
 - e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.
 - f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
 - g. The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
5. **Qualification of Bidder:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.
6. **Bid Security:** Each bid must be accompanied by cash, certified check of the bidder, letter of credit equal to ten (10) percent of the bid, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
7. **Liquidated Damages for Failure to Enter into Contract:** Submission of a bid shall be a representation by the Contractor that it has fully reviewed and is familiar with the Contract and all contract documents as defined in the contract and will execute the contract if awarded the bid. The successful bidder, upon his/her failure or refusal to execute and deliver the Contract (attached hereto) and required bonds within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **Time of Completion and Liquidated Damages:** Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 120 days. The completion date may be extended in the event of adverse weather conditions. Bidder must agree also to pay as liquidated damaged the sum of *400.00 for each consecutive calendar day thereafter.

9. **NO DAMAGE FOR DELAY:** No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated damages for any such delays. Examples of delays include (but are in no manner limited to) obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or acts of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.
10. **Conditions of Work:** Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor.
11. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to: David Helmers, Architects Associated, Inc., 11 S. Wilkinson Street, Dayton, Ohio, 45402, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. **Security for Faithful Performance:** Simultaneously with the delivery of the execute Contract, the Contractor shall furnish payment and performance bonds as security for faithful performance of this contract and for the payment of all subcontracts, suppliers and laborers performing labor on the project under the Contract and furnishing materials in connection with the Contract.
- The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.
13. **Power of Attorney:** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
14. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

15. **Method of Award - Lowest Qualified Bidder:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
16. **Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
17. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the Contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
18. **Examination of Site:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
19. **Soil Conditions:** Subject to the convenience of the Owner, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he/she shall maintain and restore the site to original condition. The Owner does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.
20. **Water Supply:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be done under this contract.

21. **Working Facilities:** The plans show, in the general manner, the existing structures and the land available for construction purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
22. **Permits:** The Contractor shall take out all necessary permits from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permit issued by the proper authority shall be borne by the contractor.
23. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. 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." The bidder shall further state in his/her proposal the name and address of each person or corporation interested therein.
24. **Right to Accept or Reject Proposals:** The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
25. **Non-Collusion Affidavit:** The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (Section C). This affidavit shall be dated and executed as part of this bid.
26. **EEO Compliance:** Bidders please see Section J for EEO Compliance Requirements and Affidavit
27. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
28. **Required Insurance:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his/her own cost and expense purchase and maintaining in force until final acceptance of his/her work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Board of Warren County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least ten days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B - Contractor's Direct and Completed Operations Bodily Injury Liability Insurance.

Item C - Contractor's direct and Completed Operations Property Damage Liability Insurance.

Item D - Contractor's Protective Bodily Injury Liability Insurance.

Item E - Contractor's Protective Damage Liability Insurance.

Item F - Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.

Item G - Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.

Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item J - (Where Applicable) Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H, and I shall be provided by or on behalf of the Subcontractors to cover that part

of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J (where applicable) shall be in an amount and form as each railroad or utility company may require.

All Bodily Injury coverage (Items B, D, F, and H) shall be broadened by the inclusion of the terms "occurrence" in lieu of "caused by accident."

In addition to the Contractor's Direct Bodily Injury Liability Insurance (Item B) and the Contractor's Direct Property Damage Liability Insurance (Item C), the Contractor shall also provide Completed Operations Bodily Injury Liability Insurance and Completed Operations Property Damage Liability Insurance for the same amounts as provided for Item B and C during the period of one (1) year after

the final acceptance date shall be the date the final estimate is paid to the Contractors. Performance Bond includes material and workmanship for 12 months after completion.

Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000.00 for explosion underground and collapse, commonly known as "XCU."

Comprehensive Automobile Liability Insurance: In an amount not less than \$500,000.00 per person, \$1,000,000.00 per occurrence for Bodily Injury, and \$500,000.00 for Property Damage. Such coverage shall include all vehicles, owned, non-owned and hired.

Builders Risk Insurance: All Risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction.

29. **Maintenance of Rights-Of-Way:** All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and Owner prior to any work beginning on the affected property.
30. **Lights, Signs and Barricades:** Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract and shall be the sole responsibility of the Contractor.
31. **Foreign Corporation and Contractors:**

Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

32. **Subcontracts:** Contractor shall provide an explanation as part of its bid package of all subcontractors intended to be used in performance of the work described in Part II., Section D. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, the Contract, as far as applicable to the subcontractor's work particularly pertaining to EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

33. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section I) and submit with your bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.*
34. **Description of Project:** The project involves providing new dental equipment for the detention facility, including delivery and installation to the new facility at 822 Memorial Drive in Lebanon Ohio.
35. **Scope of Work:** Provide all work as required by Contract and described in the Specifications herein (Section N) as necessary to provide for project completion.
36. **Required Forms:** Each Bidder shall complete and submit the following forms with his/her bid:
- Proposal Price (Bid) Sheet
 - Exception Sheet
 - Bidder Identification
 - Non-Collusion Affidavit
 - Bid Guaranty
 - Experience Statement
 - Affidavit of Non-Delinquency of Taxes
 - Certificate of Compliance Non-Discrimination and Equal Employment Opportunity Affidavit
 - Findings for Recovery Affidavit
37. The successful Contractor may be required, at the request of the Owner, to submit a list of sub-contractors and suppliers for said project.
38. **Additional Obligations Upon Contract Award:** Upon award of the bid but prior to execution of the Contract and Notice to Proceed, the Contractor shall submit all of the following documents, completed as required:
- 1) Contract
 - 2) Required Bonds
 - 3) Payment Draw Schedule (Required for Projects of \$500,000 or more)
 - 4) Certificates of Insurance
39. *Entire bid packet must be completed (except contract – Section F) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.*
40. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

SECTION C

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public),

_____ County.

My commission expires _____ 20 _____

SECTION D

BID GUARANTY AND CONTRACT BOND

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Insert full name or legal title of Contractor and Address)

as _____ Principal _____ and

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____ to undertake the project known as:

WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige, In no case shall the penal sum exceed the amount of _____ DOLLARS, \$ _____.

If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID PRINCIPAL SHALL well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any

materialman or laborer having a just claim, as well as for the Obligee herein; **THEN THIS OBLIGATION SHALL** be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____ 2021.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION E
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal,
and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY, OHIO BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he/she shall satisfy all claims and demands

incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2021.

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Pursuant to Ohio Revised Code §122.87(A) a surety company is defined as, “. . . a company that is authorized by the department of insurance to issue bonds as a surety”.

SECTION F

CONTRACT

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2021, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio hereinafter called "Owner" and **ENTER CONTRACTOR NAME AND ADDRESS HERE** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT PROJECT

hereinafter called the project, for the sum of **\$ENTER AMOUNT AND WRITE IT OUT HERE**, and all work in connection therewith, under the terms as stated in the Conditions of the Contract; and as his/her (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, Conditions of the Contract, the Specifications and Contract Documents. "Contract Documents" means and includes the following:

- Proposal Price (Bid) Sheet
- Exception Sheet
- Bidder Identification
- A) Invitation to Bidders
- B) General Instruction to Bidders
- C) Noncollusion Affidavit
- D) Bid Guaranty & Contract Bond
- E) Performance Bond
- F) Contract
- G) Bonding & Insurance Requirements
- H) Experience Statement
- I) Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J) Equal Employment Opportunity Requirements, Bid Conditions and Non-discrimination and Equal Employment Opportunity Affidavit
- K) Findings for Recovery Affidavit
- L) Special Provision/Technical Specifications

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a Written "Notice to Proceed" of the OWNER. The Contractor further agrees to pay, as liquidated damages, the sum of 400.00 for each consecutive calendar day thereafter.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon a written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and

wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractor to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of, this Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

David G. Young, President

ATTEST:

Tom Grossmann

Name

Shannon Jones

(Seal)

ATTEST:

ENTER NAME HERE
(Contractor)

By: _____

Name and Title

Approved as to Form:

Assistant Prosecutor

SECTION G

BONDING AND INSURANCE REQUIREMENTS

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. **A bid guaranty from each bidder.** The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

- b. **A performance bond on the part of the Contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

SECTION H
EXPERIENCE STATEMENT

EXPERIENCE STATEMENT

The Bidder is required to state in detail in the space provided below, what work he/she has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his/her responsibility, experience, skill and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and evidence to the effect:

- (1) That the Bidder maintains a permanent place of business;
- (2) Has adequate facilities and equipment available for the work under the proposed contract;
- (3) That the Bidder has suitable financial means to meet obligations incidental to the work;
- (4) That the Bidder has appropriate technical experience and possesses sufficient skill and experience.

SECTION I

**AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY
TAX**

THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO.

AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

_____ being duly cautioned and sworn, states as follows:

1. That he/she is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently
(Name of Contracting Party)
charged with any delinquent Real and/or Personal property taxes on the general tax list of Real and/or Personal property of Warren County.

-OR-

1. That _____ is charged with
(Name of Contracting Party)

delinquent Real and/or Personal property tax on the general tax list of Real and/or Personal property of Warren County. The amount of delinquent Real and/or Personal property tax due and unpaid

including any due and unpaid penalty and interest is:

\$ _____

Further, affiant states not.

Affiant

Sworn to and subscribed in my presence this ____ day of _____ 2021.

Notary Public

This _____ instrument was prepared by _____.

Note to Fiscal Office: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMEN

SECTION J

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS AND
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
WARREN COUNTY CONSTRUCTION PROJECTS**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project **shall** submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response? _____ Yes _____ No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.

4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment

Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____ No

PLEASE NOTE: *The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.*

**CERTIFICATE OF COMPLIANCE
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

STATE OF _____)

COUNTY OF _____)

SS:

_____ being first duly sworn, deposes and

Says that he _____ of

the party who made the foregoing proposal; that such party as bidder 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 bid and 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 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2021.

Notary

(seal)

**CERTIFICATE OF COMPLIANCE
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
(SUB CONTRACTOR)**

STATE OF _____)

_____)

COUNTY OF _____)

SS:

_____ being first duly sworn, deposes and

says that he _____ of

the party who made the foregoing proposal; that such party as bidder 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 bid and 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 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2021.

Notary

(seal)

SECTION K

SPECIAL PROVISIONS/TECHNICAL SPECIFICATIONS



Warren County Department of Facilities Management

PUBLIC NOTICE: ADVERTISEMENT FOR BIDS

WARREN COUNTY JAIL & SHERIFF'S OFFICE DENTAL EQUIPMENT

MARCH 2, 2020

1.0 Introduction: The Warren County Ohio Board of County Commissioners is currently constructing a new 496-bed County Jail & Sheriff's Office. The project is scheduled for substantial completion in early October 2021. The Board of County Commissioners is advertising for bids for dental equipment for the new facility.

2.0 Project Scope: The project involves providing new dental equipment for the detention facility, including delivery and installation to the new facility at 822 Memorial Drive in Lebanon Ohio.

The Bidder selected for the project will be required to meet with the Jail Construction Manager directly after the contract is awarded to ensure electrical & mechanical needs are met for the dental equipment. Equipment delivery and installation is planned for August 2021, but may change based on the construction schedule. The Bidder selected for the project must also provide equipment training to the Jail Medical Staff in early October 2021.

Below is a list of dental equipment to be included in the bid, including quantities in ():

- (1) Midmark wet ring vacuum CV3 Classic Series, 3 user, 1 HP
- (1) Midmark Powerair oil-less compressor, 1-3 user, 1.5 HP, 115V
- (1) Midmark HG5 high volume amalgam separator
- (1) Midmark control panel
- (1) Belmont Clesta LED operatory light for B50N
- (1) Belmont vac pac for B50N, assistants instrumentation on the chair- air water syringe, HVE, and saliva ejector
- (1) Progeny Preva DC P7017G Intraoral X-ray

- (1) Progeny ClearVision Intraoral Digital Sensor size 2
- (1) Midmark doorbell-type exposure switch
- (1) Belmont B-20N X-Calibur Series dental chair
- (1) Belmont 090 Doctor's stool
- (1) Belmont 091 Assistant's stool
- (1) Midmark M-9-020 steam sterilizer ultraclave
- (1) Midmark M550-001 ultrasonic cleaner
- Any other necessary equipment for the operation of this system (list in bid)
- Include delivery, installation, and testing (tentatively scheduled for August 2021)
- Include equipment training for Jail Medical Staff (tentatively scheduled for early October 2021)
- Include warranty for equipment and labor

3.0 Price Proposal Guarantee: All bidders agree that their pricing is valid for a minimum of one year after the contract execution. The County will negotiate with the bidder whose submittal is the most advantageous to the County based upon the County's review of all bids. Bidders are strongly encouraged to submit the most competitive bid possible up-front since the County will use cost as a major determinant of contract award.

4.0 Receipt of Bids: Sealed bids for the Warren County Jail & Sheriff's Office Dental Equipment will be received by Trevor Hearn, Director of Facilities Management, 406 Justice Drive, Lebanon, Ohio, 45036, until 10:00 a.m., March 2, 2021. Bid envelopes containing three (3) bid copies must be sealed and addressed to:

Warren County Jail & Sheriff's Office Dental Equipment Bid
Attention: Trevor Hearn
406 Justice Drive
Lebanon, Ohio 45036

The envelopes shall be clearly marked with the name of the person/company submitting the bid. Any bid may be withdrawn by the Bidder prior to the above scheduled submittal time or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

4.1 Addenda and Interpretations: Questions regarding the information contained in this Bid Advertisement shall be emailed to:

Trevor Hearn, Director of Facilities Management at
Trevor.Hearn@co.warren.oh.us

To be given consideration, questions must be received at least five business days prior to the Bid submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the Advertisement for Bids, which if issued, will be posted on the Warren County Commissioners' website on the Bid Projects page, no later than three days prior to the Bid submittal date. Failure to receive any such addenda or interpretations shall not relieve the Bidder from any obligations under their Bid as submitted.

4.2 Qualification Investigation: The County may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, services, or functions, and the Bidder shall furnish to the County all such information and data for the purpose as the County may request.

4.3 Right to Reject Bids: The County reserves the right to reject, in whole or in part, any Bid that fails to meet the terms and conditions of the Advertisement for Bids, including but not limited to, the standards, specifications, and requirements contained in the Advertisement for Bids or any related Bid Documents, or submits pricing that the County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the County, or that the County determines would not be in the best interest of the County.

4.5 Discussions for Clarification Purposes: The County may conduct discussions with Bidders for the purpose of clarifications or corrections regarding bids to ensure full understanding of, and responsiveness to, the requirements specified in the Advertisement for Bids.

4.6 References: Bidders must include at least three references for similar projects. References must include contact name, phone number, and email address, along with a short description of the project.

4.7 Timeline: Bidders must include the anticipated lead time between issuance of a Purchase Order and product delivery.

5.0 Selection Process: Each Bid will be evaluated by the County for responsiveness to the requirements of this Advertisement for Bids and the criteria described herein.

5.1 Criteria and Qualifications: To determine which bid is most advantageous to the County, the County shall evaluate the bids based on the following criteria:

- Overall price
- Feedback and reviews from relevant customers
- Ability to meet Customer timeline for delivery, installation, testing, and training
- Warranties
- Availability for warranty issues and service

5.2 Contract Award: The County will seek to award a contract to the Bidder that is most advantageous to the County according to the criteria and qualifications listed herein.

6.0 Incurred Costs: Those submitting Bids do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting bids, for providing additional information when requested by the County, or for participating in any selection interviews, negotiations and/or discovery.

7.0 Assignment: The Bidder may not reassign, transfer, convey, sublet, or otherwise dispose of any award made as the result of this Advertisement for Bids, without prior written consent from the Warren County Board of County Commissioners.

8.0 Withdrawal of Bid: A Bidder may withdraw their bid at any time prior to the award of a contract. The County may terminate negotiations with a Bidder at any time during the negotiation process if the Bidder fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If the County terminates negotiations with a Bidder, the County shall negotiate with the Bidder whose bid is ranked the next most advantageous to the County according to the selection criteria and direction from the Board of County Commissioners.

9.0 Indemnification: The successful Bidder shall agree to indemnify and hold harmless the County, and its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this Agreement, if such injury, loss, or damage is due to the negligence of the respondent, any subcontractor of the respondent, or any officer, employee, or agent of the respondent.

10.0 Additional Terms and Conditions.

10.1 Controlling Law: This Advertisement for Bids and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Ohio.

10.2 Tax Exemption: Warren County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

10.3 Responsibility: The Bidder shall be required to assume responsibility for all items listed in this Advertisement for Bids. The successful respondent shall be considered the sole point of contact for purposes of this contract.

10.4 Obligations of the Proposer: At the time of opening bids, it shall be presumed that each Bidder has reviewed the specifications to clear up any questions. The failure of any Bidder to examine any bid requirement shall in no way relieve the Bidder of any obligation or condition of these contract documents.

10.5 Ownership of Information: All information pertaining to records, property, financial, or other information acquired under the scope of this contract shall be strictly confidential and

shall be considered works for hire and become the property of the County. Any such works will not be stamped with the Bidder's proprietary marking. The Bidder shall return all information to the County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of the County.

10.7 Implied Requirements: All products and services not specifically mentioned in the bid, but which are necessary to provide the functional capabilities described by the Bidder, shall be included in the Bidder's base bid.

10.8 Insurance: The Bidder must obtain, for the contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Ohio and provide the County with evidence of insurance. Insurance in the following types and amounts is required:

- Worker's Compensation Insurance covering all liability of the Bidder arising under the Worker's Compensation Act and Worker's Occupational Disease Act.
- Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
 - Premises/Operations, Independent Contractors,
 - Products/Completed Operations, Personal Injury and Contractual Liability

10.9 Public Record Requests of Bids: In order to ensure fair and impartial evaluation, bids and any documents of other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of contract.

11.0 Submittals: Each Bidder shall submit a written bid that enables the County to evaluate the bid as described herein, and shall include:

- Detailed description of the products
- Price proposal
- Project timeline
- Warranty description and claim process
- Description of the delivery process and product packaging
- At least three relevant references from similar projects

11.1 Non-Collusion Affidavit: The selected Bidder will be required to sign an affidavit affirming no collusion with the County or any other Bidder.

11.2 The Bidder shall have the authority granted by the President, Vice-president, or any other Officer or company official to bind the Bidder to the proposal.



BOARD OF COUNTY COMMISSIONERS

WARREN COUNTY, OHIO

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Telephone (513) 695-1250

Facsimile (513) 695-2054

TOM GROSSMANN

SHANNON JONES

DAVID G. YOUNG

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 10:00 a.m., March 2, 2021, and then at said time bids will be opened and read aloud for the Warren County Jail & Sheriff's Office Dental Equipment Project.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Trevor Hearn at the Warren County Facilities Management Department, (513) 695-1256. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

This notice is posted on the Warren County Government internet site. The Warren County Web Site can be accessed at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. To access bid project information, under the "Your Government" heading click on the "Board of Commissioners" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Warren County Commissioners Office at (513) 695-1250 if you have trouble with this procedure or if you need additional information on accessing bid project information on our web site. Please be aware that if you are downloading this document to bid this project, addendums to the scope may be issued prior to the bid date. In order to stay updated on any change, please email Kiana Hawk in the Commissioner's Office at Kiana.Hawk@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk