

Request No.2019-02

REQUEST FOR BID (RFB)

Granville Township, Licking County

Bid Submission Deadline March 12, 2019 4:00 PM

Bid Opening Date: March 13, 2019 7:00 PM

Submitted by:

Company Name: _____

Federal Tax ID No.: _____

Physical/Mailing Address:	Remit to Payment Address:
Street Address:	
P.O. Box:	
City:	
St:	
Zip:	
Contact Person and Phone Number: (authorized to answer questions about your company's bid)	
E-Mail Address (required): (person who filled out bid)	
E-Mail Address (required): (for notification of future bid opportunities)	

Telephone Number	800 Number	Fax Number

Return Properly Marked, Complete Bid Packages To:

Granville Township
Attn: Jerry Miller, Fiscal Officer
P.O. Box 315
Granville, OH 43023

BIDDERS MUST SUBMIT ANY QUESTIONS, CLARIFICATIONS, OR INQUIRIES REGARDING THIS INVITATION TO BID TO TRAVIS BINCKLEY (740) 587-0229 OR KEVIN BENNETT (740) 670-1867

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1. SR16 & GRANVIEW ROAD/KENDAL DRIVE TRAFFIC SIGNAL SPECIFICATIONS

a. GENERAL: This project involves the installation of a Traffic Signal at SR16 & Granview Road/Kendal Drive per the plans prepared by Smart Services, Inc. Unless otherwise specified, the 2016 Ohio Department of Transportation (ODOT) Construction and Material Specifications and the various ODOT Standard Construction Drawings shall govern the construction of the items of work. The Contactor shall be ODOT pre-qualified. **Plans prepared by Smart Services, Inc. can be obtained by contacting the Township Offices at (740) 587-3885 or Kevin Bennett at (740) 670-1867.**

b. NOTICE TO ALL BIDDERS: All bidders are expected to visit the construction site to familiarize themselves with the project. The successful low bidder will be invited to a pre- construction meeting. The successful low bidder shall contact OUPS and coordinate with any utilities that may be affected by the project. The final bid amount shall be for the complete construction of the project as specified above and on the plans. The Contractor shall notify Granville Township (740-587-0229), the Ohio Township of Transportation District 5 (740-323-5244), and the Licking County Engineer (740-670-5280) a minimum of 48 hours prior to the start of this project.

c. COORDINATION WITH KENDAL SENIOR LIVING: Bidders are advised that in order to properly execute the work required under this project, that access and use of property owned by Kendal Senior Living will be required. Permission for same from has been obtained from Kendal management. To the extent possible, efforts to minimize adverse impacts upon the residents should be undertaken and coordination with Kendal management should be taken as the project progresses. POC at Kendal is Doug Helman, Executive Director, (740) 321-0402. While Kendal is participating as a partner in the project, all official direction and authority for change orders and modifications must come through either Travis Binckley (Township Roads Superintendent) or Kevin Bennett (Granville Township Trustee).

d. START AND COMPLETION DATES: It is anticipated that the start date for this project will commence on **April 1, 2019**. The anticipated completion date is **October 31, 2019**. The Township recognizes that delivery of the necessary hardware will dictate the final completion date. The successful bidder will be expected to immediately take steps to acquire the hardware and technology immediately after award of the contract.

2. HOW BIDS MUST BE PACKAGED: All submitted bids in response to this Request for Bid (RFB) must be submitted in a sealed envelope or box (envelope means any type of sealed, opaque container) marked with the RFB number, the title of the RFB, bid submission deadline (bid opening date), and bidder (company) name clearly marked on the outside of the envelope/box. If a bidder is using an "Express Mail" or similar type of service, the bid response must be contained in a sealed envelope within the "Express" mailer (the bid number must be listed on the exterior of the sealed envelope contained within the "Express" mailer). A bid that is not properly and clearly marked and is inadvertently opened, before the scheduled bid opening time, may be disqualified, at the Township's discretion, without additional consideration for award of the contract.

Below is an example to illustrate how the outer surface of the bid package should be labeled:

Request for Bid #: *(insert bid number)*
Commodity/Service: *(insert title of bid)*
Bid Submission Deadline: *(insert due date)*
Company Name: *(insert company name)*

3. WHAT NEEDS INCLUDED IN BID PACKAGE: Submitted bid packages should include, at a minimum, a completed Signature Page, a hard copy print out of this entire invitation to bid document, all necessary supportive documentation, forms, and any other information required herein. The Township may deem a bid non-responsive for failure to submit any of the documents requested above.

4. PREBID QUESTIONS, DISCREPANCIES, AND CLARIFICATIONS: Any discrepancies, omissions, ambiguities, or conflicts in or among the bidding documents or doubts as to the meaning shall be brought to the Township's attention by the bidder no less than three (3) business days prior to the bid submission deadline. All questions, discrepancies, clarifications, etc. must be submitted either by writing or emailing roads@granvilletownship.org .

- 5. MODIFICATIONS TO THE BIDDING DOCUMENTS:** When it is deemed necessary to modify these bidding documents, the Township will only do so by written addendum. The issuance of an addendum is dependent upon the information received and the impact on the competitive bid process. All issued addenda will be posted to the Township's website as well as direct notification to each bidder who has made known their interest. Any addendum shall be automatically incorporated into the bidding/contract documents:

- 6. PRE-BID CONFERENCES:** The Township plans to conduct a Pre-Bid conference at **10:00AM Tuesday, February 26, 2019** at the Granville Township Garage, 1536 Columbus Road, Granville, OH 43023. The sign-in sheet for all pre-bid conferences is considered a public record, will be kept in the bid file, and will be shared with any requesting party. Additionally, any business cards collected during any pre-bid conference shall be considered public records and may be distributed out to all conference attendees. Any changes to the requirements or specifications of an invitation to bid, as a result of the pre-bid conference content, will be made by written addendum and publicly posted.

- 7. WHERE BIDS MUST BE DELIVERED TO:** The Township only accepts hand delivered and mailed bid packages. Bids submitted via email, telephone, electronic facsimile (fax), or any other mode of electronic transmission will not be considered a responsive bid submission. Bids must be delivered to the Township, on or prior to **4:00 p.m. Tuesday, March 12, 2019** EST. Those bidders wishing to make personal delivery versus mail may drop off their bid packages at the Township offices at 133 East College Street, Granville, OH 43023. In the event the Township offices are closed, bid packages may be left off at the adjacent Granville Township Fire Station.

- 8. LATE BIDS:** A bid received after 4:00 p.m. eastern time, on the bid submission deadline established, shall be deemed "Late" and will not be considered for award of this invitation to bid. The late bid package will be marked as late, remain sealed, and will be kept in the Township's bid file to serve as official record of a late bid having been received.

- 9. PUBLIC BID OPENING PROCEDURE:** All bids in possession of the Township shall be publicly opened, at the beginning of the scheduled Granville Township Trustee's meeting at 7:00 p.m. on Wednesday March 13, 2019. All bids will be opened and read to any interested parties in attendance. At the conclusion of the public bid opening, bids may no longer be shared with interested parties until after a contract award has been made.

- 10. BIDS FIRM:** Once publicly opened, all bids are firm and cannot be altered by the bidder. Once a Contract is awarded and executed, the Bidder shall deliver all products and/or services at the bid prices and terms contained in the Contract. All submitted bids shall remain valid for a period of sixty (60) calendar days after the date of the public bid opening. Beyond sixty (60) calendar days, bidders will have the option to either honor their submitted bid or make a written request to withdraw their bid from consideration. The Township shall receive the benefit of any decrease in price during the sixty (60) day period.

- 11. WITHDRAWAL OF BIDS:** A bidder may, by way of written notice to the Township, request to withdraw their bid response prior to the bid submission deadline. The request must be received by the Township PRIOR to the start of the public bid opening on March 13, 2019. Such written notice must set forth the specific reasons for the bid withdrawal.

For requests to withdrawal a bid after the public bid opening has begun, the bidder may request to withdraw their bid response from consideration if the unit bid price(s) submitted are unreasonably lower than the other bids received, provided the bid was submitted in good faith, and the reason for the unit bid price(s) being substantially lower was due to an unintentional and substantial arithmetical error or unintentional omission of a substantial quantity of material or labor in the compilation of the bid. Written notice of any such request to withdraw after the bid opening must be received by the Township within no later than forty-eight (48) hours of the scheduled public bid opening.

The decision to allow a bid to be withdrawn is at the sole discretion of the Township. If the bid is to be awarded by category, lot, or group the withdrawal request will apply to all items within the category, lot, or group. All documents and conversations relating to any withdrawal request will become a part of the permanent bid file.

- 12. MODIFICATION OF SUBMITTED BIDS PRIOR TO PUBLIC BID OPENING:** A bidder may request to modify their bid response prior to the scheduled date and time set for the public bid opening (i.e. bid submission deadline). To modify a bid response, the bidder must provide an alternate, complete bid package containing all required forms and necessary documents. The alternate bid package must be marked somewhere on the outer packaging as "REVISED". The Township will not return the original bid package to the bidder. The original bid package will be kept in the contract file.
- 13. RESPONSIVE BIDDER:** A bidder is responsive if its bid responds to the bid specifications in all material respects and contains no irregularities or deviations from the specifications that would affect the amount of the bid or otherwise give the bidder an unfair competitive advantage.
- 14. MINOR INFORMALITIES OR IRREGULARITIES IN BIDS:** A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the supplies or services being acquired. The Township either shall give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive the deficiency, whichever is to the advantage of the Township.
- 15. BIDDER RESPONSIBILITY:** The Township will only award this invitation to bid to what it deems to be a responsible bidder. The Township's determination of a bidder's responsibility includes, but is not limited to, the following factors:
- a) experience of the bidder;
 - b) bidder's financial condition;
 - c) bidder's conduct and performance on previous contracts;
 - d) the bidder's facilities;
 - e) the bidder's management skills;
 - f) the bidder's employees;
 - g) past experience and/or quality of bidder's proposed subcontractors;
 - h) the bidder's ability to execute the contract;
 - i) review of governmental debarment lists;
 - j) bidder has history of successful performance on contracts of similar size and scope; and
 - k) current or impending legal actions against a bidder.
- 16. APPARENT CLERICAL MISTAKES:** Clerical mistakes apparent on the face of the bid may be corrected, at the Township's discretion, before contract award. The Township first shall obtain from the bidder a verification of the information intended and will attach written verification of the mistake by the bidder in the contract file and award documents. Example of apparent clerical mistakes are:
- (1) Obvious misplacement of a decimal point or comma;
 - (2) Obvious incorrect discount factor; or
 - (3) Transcription error in Part Number.
- 17. ADDITIONAL INFORMATION:** The Township reserves the right to request additional information to evaluate a bidder's responsiveness to the Invitation to Bid's requirements and/or to evaluate a bidder's overall responsibility. These requests may require the bidder's submission of confidential materials (e.g. financial statements). If a bidder does not provide all of the requested information within the prescribed timeframe, the Township may find the bid non-responsive and ineligible for award.
- 18. REJECTION/PARTIAL AWARD OF BIDS:** The Township reserves the right to reject any or all bid responses, award partial contracts, or choose to rebid when:
- (1) Product, supplies and/or services are not in compliance with the requirements, specifications, and terms and conditions set forth in this Request for Bid; or

- (2) Pricing offered is determined to be excessive in comparison with existing market conditions, or exceeds the available funds of the Township; or
- (3) Only one bid is received and the Township cannot determine the reasonableness of the bid prices submitted; or
- (4) It is determined that the award of any or all items would not be in the best interest of the Township; or
- (5) The Township, in its opinion, did not achieve the desired amount of competition amongst qualified bidders for the products, supplies, and/or services being offered in the bid solicitation; or
- (6) Inadequate or ambiguous specifications were cited in the bidding documents; or
- (7) The Township determines that specifications and/or requirements were missing from the bidding documents; or
- (8) A bidder imposes additional terms and conditions against the Township.

19. NOTICE TO BIDDERS OF REJECTED BIDS: When the Township deems it necessary to reject a bid, the Township will notify each affected bidder and the reasons for such actions.

20. DELAYS IN CONTRACT AWARD: Delays in the award of this Request for Bid beyond the anticipated Contract start date may result in a change in the contract period as indicated in the Special terms and conditions of this bid solicitation. In these instances the Township shall reserve the right to award a contract covering a period equal to or less than the initial contract term than originally specified in this bid solicitation.

21. CONTRACT AWARD AND FORMATION: Successful bidder(s) will receive via U.S. regular mail and/or email a Notice of Contract Award letter as well as a photocopy version of the Signature Page executed by both Parties. These documents shall serve to form the Contract between the Parties. The Signature Page must be executed by both the bidder and the appropriate Township officials for the Contract to be deemed valid and enforceable. The Township will maintain in the Contract file the Signature Page document containing each parties' original signature(s).

22. PUBLIC RECORD: All opened bids and their contents are subject to the Public Records Law, Section 149.43 of the Ohio Revised Code. Copies of bid responses must be requested and will be provided within a reasonable period of time and at a fee established by the Township. To expedite and properly respond to such public records requests, a written request must be submitted to the Township. To prevent delays in evaluating bids and awarding contracts, such requests for recently opened bids, will be honored after a Contract has been executed.

Bidders may request that specific information, such as trade secrets or proprietary data, be designated as confidential and not considered as public record. Material so designated shall accompany the bid and be in a sealed container duly marked, and shall be readily separable from the bid in order to facilitate public inspection of non-confidential portion. Prices, makes, models, catalog numbers of items offered, deliveries and terms of payment cannot be considered as confidential. The decision as to whether or not such trade secrets or proprietary data shall be disclosed at the bid opening rests solely with the Township.

Requests to view previously submitted bids must be submitted in writing to the following address: Granville Township, Attn: Fiscal Officer, P.O. Box 315, Granville, Ohio 43023.

STANDARD CONTRACT TERMS AND CONDITIONS

1. **HEADINGS:** The headings used in this Contract are for convenience only and shall not be used to affect the interpretation of any of the Contract terms and conditions.
2. **ENTIRE CONTRACT:** This Contract consists of the complete Request for Bid, including the Instructions, Terms and Conditions for Bidding, these Standard Contract Terms and Conditions, mutually executed

Signature Page, Specifications and Requirements, awarded unit bid pricing, and any written addenda to the Invitation to Bid; the completed competitive sealed bid, including proper modifications, clarifications and samples and other ordering documents ("Contract").

3. **CONTRACT MODIFICATIONS:** Amendments or modifications to this Contract must be executed in writing between the parties and signed by the designated Township official. Amendments or modifications to this Contract made between the Bidder and other personnel shall be void and unenforceable.
4. **CONTRACT CONSTRUCTION:** Any general rule of construction to the contrary notwithstanding this Contract shall be liberally construed in favor of the effect the purpose of this Contract and the policy and purposes of the Township. If any provisions in this Contract are found to be ambiguous, an interpretation consistent with the purpose of this Contract that would render the provision valid shall be favored over any interpretation that would render it invalid.
5. **GOVERNING LAW / SEVERABILITY:** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Licking County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
6. **ASSIGNMENT / DELEGATION:** The Bidder will not assign any of its rights nor delegate any of its duties under this Contract without the written consent of the Township. Any assignment or delegation not consented to may be deemed void by the Township.
7. **DELIVERY INSPECTION AND ACCEPTANCE:** Upon pick-up or delivery of any supplies, products, and/or services, the Township retains the right to inspect the product/service prior to final acceptance and/or payment for the product/service. TOWNSHIP shall have sufficient and reasonable time to fully inspect supplies and/or services for compliance. The purpose of the inspection process is to ensure that the product/service is in compliance with the specifications set forth in the awarded contract. In the event that the product/service does not meet the specifications, Township shall notify the Bidder for removal/replacement of the product and/or service at the Bidder's expense. Township shall retain all rights and remedies as described herein. Wherein products ordered by Township are delivered to a facility, which is not owned by Township and where Township has contracted with this facility to take delivery of products ordered by Township, acceptance will occur when the products have been inspected and accepted by Township within a reasonable amount of time after delivery to the facility. Township shall not be responsible for any storage costs incurred prior to the inspection and acceptance.
8. **PAYMENT DUE DATE:** Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made.
9. **BID SURETY AND PERFORMANCE BOND:** A Bid Surety in the form of a bid/contract bond in the full amount of the bid; or, a certified check, cashier's check, or irrevocable letter of credit in the amount of ten percent (10%) of the bid shall accompany each bid pursuant to §153.54 of the Ohio Revised Code. Official checks and Company checks are not acceptable forms of Bid Surety.

The successful Bidder who, as a Bid Surety, submits a certified check, cashier's check, or letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Performance and Payment Bond in the form prescribed in §153.54 of the Ohio Revised Code. The Bid Surety and/or Performance Bond, as applicable, shall be in the name of or payable to the order of the Board. Any check or bid bond will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Board and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) 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.

10. **INSURANCE POLICIES:** By way of provision in this Contract to maintain specific minimum levels of insurance coverage(s) (e.g. Commercial General liability, Auto liability, Public liability, Property

Damage, etc.), the Bidder shall provide to Township upon request evidence of such insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. Such evidence shall be furnished by the Bidder within two (2) business days and on the insurance industry's standard ACORD Form (Certificate of Insurance) or a certified copy of the original policy. The Certificate of Insurance or certified copy of the policy must contain an endorsement naming Granville Township, its officers, agents, employees, and servants as additionally insured, but only with respect to Work performed for the Township under this Contract, at no cost to Township. Bidder shall notify the Township within ten (10) calendar days of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceedings or has proceedings commenced against it, indicating the insurer is insolvent. Bidder shall provide to the Township evidence of a replacement policy at least five (5) calendar days prior to the effective date of such cancellation, expiration, or reduction in coverage.

All required insurance policies shall be maintained at Bidder's sole expense and in full force for the complete term of the Contract, including any warranty periods. Reference 107.12 the Construction & Materials Specification handbook.

11. **TAXATION:** The Township is exempt from Ohio Sales and Use taxes unless otherwise provided herein. Township does not agree to pay any sales and use taxes on commodities, goods, or services acquired from any Bidder A Sales and Use Tax Exemption Certificate will be provided to the successful bidder.

12. **CONTRACT TERMINATION:** If a Bidder fails to perform any one of its obligations under this Contract, it will be in breach of contract and the Township may terminate this Contract in accordance with this section. Notices of contract termination shall be made in writing. The termination will be effective on the date delineated by the Township.

a. **Termination for Breach.** If Bidder's breach is unable to be cured in a reasonable time, the Township may terminate the Contract by written notice to the Bidder.

b. **Termination for Un-remedied Breach.** If Bidder's breach may be cured within a reasonable time, the Township will provide written notice to Bidder specifying the breach and the time within which Bidder must correct the breach. If Bidder fails to cure the specified breach within the time required, the Township may terminate the Contract. If the Township does not give timely notice of breach to Bidder, the Township has not waived any of the Township's rights or remedies concerning the breach.

c. **Termination for Persistent Breach.** The Township may terminate this Contract by written notice to Bidder for defaults that are cured, but are persistent. "Persistent" means three or more breaches. After the Township has notified Bidder of its third breach, the Township may terminate this Contract without providing Bidder with an opportunity to cure. The three or more breaches are not required to be related to each other in any way.

d. **Termination for Endangered Performance.** The Township may terminate this Contract by written notice to the Bidder if the Township determines that the performance of the Contract is endangered through no fault of the Township.

e. **Termination for Financial Instability.** The Township may terminate this Contract by written notice to the Bidder if a petition in bankruptcy or a Federal or State tax lien has been filed by or against the Bidder.

f. **Termination for Delinquency, Violation of Law.** The Township may terminate this Contract by written notice, if it determines that Bidder is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a political subdivision. The Township also may cancel this Contract, if it determines that Bidder has violated any law during the performance of this Contract. However, the Township may not terminate this Contract if the Bidder has entered into a repayment agreement with which the Bidder is current.

g. **Termination for Subcontractor Breach.** The Township may terminate this Contract for the

breach of the Bidder or any of its subcontractors. The Bidder will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the Township for any liability to them. Subcontractors will hold the Township harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Bidder for any compensation to which they may be entitled.

h. **Termination for Bidder's Failure to Pay Material Suppliers.** Pursuant to Section 4113.61 of the Ohio Revised Code, Bidders shall promptly pay material suppliers, within ten (10) calendar days of receipt of payment from the State of Ohio, for materials ordered and delivered as a result of this contract. A Bidder unable to furnish bid items because of non-payment issues related to a material supplier shall constitute grounds for the Director of TOWNSHIP to terminate this contract immediately. A Bidder may, at the discretion of the Township, be given an amount of time, amount shall be specified by the Township in writing, to furnish past due payment to the material supplier before termination shall occur.

j. **Failure to Maintain Licensure.** The Bidder's failure to maintain the proper license(s) to perform the services or provide the goods prescribed by this Contract shall be grounds to terminate this Contract without prior notice.

13. **NOTICE OF BREACH:** Each party of this Contract has an obligation to provide written notice when it is determined by one party that the other party is in default of this Contract. A notice of Township's default of this Contract must be sent to Granville Township, Attn: Jerry Miller, Fiscal Officer.
13. **CANCELLATION FOR CONVENIENCE:** The Township reserves the right to cancel and terminate this Contract, in whole or in part, without penalty, upon thirty (30) days written notice.
14. **CONTRACT DAMAGES:** The Township may assess, at a minimum but not limited to, the following damages against a Bidder:
 - A. **ACTUAL DAMAGES:** Bidder is liable to the Township for all actual and direct damages caused by Bidder's breach. The Township may substitute supplies or services, from a third party, for those that were to be provided by Bidder. In accordance with Ohio Revised Code §5513.05(c), the Township may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Bidder's breach, from Bidder.
 - B. **LIQUIDATED DAMAGES:** If actual and direct damages are uncertain or difficult to determine, the Township may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the breach for every day that the breach is not cured by the Bidder. If Delay of the cure is caused by TOWNSHIP, the delivery date shall be extended accordingly to offset such delays. Approval to extend any scheduled delivery date(s) shall be at the sole discretion of TOWNSHIP.
 - C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE:** The Township may deduct all or any part of the damages resulting from Bidder's breach from any part of the price still due on the contract, upon prior written notice issued to the Bidder by the Township.
 - D. **INCIDENTAL/CONSEQUENTIAL DAMAGES:** Pursuant to Section 5513.05 of the Ohio Revised Code, the Township may recover from a Bidder who fails to promptly provide conforming articles, any incidental or consequential damages as defined in Section 1302.89 of the Ohio Revised Code, incurred by the Township in promptly obtaining the conforming articles.
15. **FIRM, FIXED PRICE CONTRACT:** Unless otherwise specified in the bidding documents, this Contract is a Firm, Fixed-Price Contract. The Bidder will be required to provide to the Township with the materials, supplies, equipment and/or services at the awarded bid price(s) for the entire duration of the contract, and any extensions thereto.
16. **FORCE MAJEURE:** If the Township or Bidder is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term

“force majeure” means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; labor strikes; and other like events.

17. **EQUAL EMPLOYMENT OPPORTUNITY:** The Bidder will comply with all federal and state laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.
18. **DRUG-FREE WORKPLACE:** The Bidder agrees to comply with all applicable Township and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on Township property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
19. **WORKERS’ COMPENSATION:** Workers’ compensation insurance, as required by Ohio law or the laws of any other Township where work under this Contract will be done. The Bidder will also maintain employer’s liability insurance with at least a \$1,000,000.00 limit.
20. **OHIO ETHICS LAW:** Bidder agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
21. **STRICT PERFORMANCE:** The failure of either party, at any time to demand strict performance by the other party of any of the terms of this Contract, will not be construed as a waiver of any such term and either party may at any time demand strict and complete performance by the other party.
22. **SUBCONTRACTING.** The Township recognizes that it may be necessary for the Bidder to use subcontractors to perform portions of the work under the Contract. In those circumstances, the Bidder shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Bidder shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The Township reserves the right to reject any subcontractor submitted by the Bidder. All subcontracts will be at the sole expense of the Bidder and the Bidder will be solely responsible for payment of its subcontractors. The Bidder assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Bidder will cause all subcontractors to be bound by all of the Terms and Conditions and specifications of the Contract. The Bidder will be the sole point of contact with regard to all contractual matters.
23. **SURVIVORSHIP:** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.
24. **GENERAL REPRESENTATIONS AND WARRANTIES:** The Bidder warrants that the recommendations, guidance, and performance of the Bidder under this Contract will:
 - a. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
 - b. No services, products or supplies will infringe on the intellectual property rights of any third party.
 - c. All warranties are in accordance with Bidder’s standard business practices attached.
 - d. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract. Additionally, with respect to the Bidder’s activities under this Contract, the Bidder warrants that:
 - e. The Bidder has the right to enter into this Contract.
 - f. The Bidder has not entered into any other contracts or employment relationships that restrict the Bidder’s ability to perform under this Contract.
 - g. The Bidder will observe and abide by all applicable laws and regulations, including those of the

Township regarding conduct on any premises under the Township's control.

h. The Bidder has good and marketable title to any products or supplies delivered under this Contract and which title passes to the Township.

i. The Bidder has the right and ability to grant the license granted in products or supplies in which title does not pass to the Township. If any services of the Bidder or any products or supplies fails to comply with these warranties, and the Bidder is so notified in writing, the Bidder will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Bidder will also indemnify the Township for any direct damages and claims by third parties based on breach of these warranties.

25. LIMITATION OF LIABILITY: Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the Bidder agrees that the Bidder shall be liable for all direct damages due to the fault or negligence of the Bidder.

26. INDEMNITY: The Bidder will indemnify the Township for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Bidder's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Bidder, its employees, agents, or subcontractors.

27. AUDITS: The Bidder must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Bidder must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate. During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Bidder agrees to provide the Township, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Bidder involving transactions related to this Contract. The Bidder shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractor to agree to the same provisions of this Article. The Bidder may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. The Bidder must provide access to the requested records no later than (5) five business days after the request by the Township or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the Township or any other provider of funds for the Contract, the Township or other party will be entitled to recover damages, as well as the cost of the audit.

28. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT: It is fully understood and agreed that Bidder is an independent contractor and is not an agent, servant, or employee of a political subdivision. Bidder declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Bidder understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

29. NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Non-discrimination: The Bidder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Bidder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

Sanctions for Noncompliance: In the event of a Bidder's noncompliance with the Nondiscrimination provisions of this contract, TOWNSHIP will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Bidder under the contract until the Bidder complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Request for Bids #2019-02
Installation of Traffic Signal**

This Signature Page must be completed and submitted with a Bidder's sealed bid package to serve as acknowledgement to the Township that the Bidder understands and will comply with all terms, conditions, and requirements in submitting a bid (offer) for the above-referenced Invitation to Bid.

Furthermore, the execution and submission of this Signature Page shall serve as acknowledgment that the Bidder will enter into a Contract with Granville Township if selected for award of the above-referenced Invitation to Bid, and understands, upon Contract award, it shall be bound by all terms and conditions included in this invitation to bid.

The person signing and executing this Signature Page below acknowledges that he/she is signing on behalf of their Company in a representative capacity and hereby warrants that he/she has been duly authorized by his/her Company to submit this formal bid (offer) and is authorized to execute Contracts on such Company's behalf.

(Please execute below using blue ink)

Company (Bidder) Name: _____

Original Signature: _____

Print Name of Officer: _____

Title of Signing Officer: _____

Date: _____

EXHIBIT A

BIDDER 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 bidder) 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.

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 Township 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 or any other potential information or data relative thereto to any other potential bidder. Further, Affiant affirms that no Township 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

