



Summit County
CHILDREN SERVICES
Building Families . . . Building Futures

Wednesday, February 21, 2018

**INVITATION TO BID (ITB)
FAMILY INTERACTION CENTER (FIC)
CARPET AND FLOORING REPLACEMENT 2018**

Two (2) hard copies of the complete Bid
Must be received by:

Tuesday, March 20, 2018

Bids may be submitted in person or by mail to:

Summit County Children Services
ATTN: Linda McMahon, Director of Facilities Management
264 South Arlington Street
Akron, Ohio 44306

Questions regarding this ITB must be received
no later than 12:00pm EST on March 7, 2018
to the attention of Linda McMahon, Director of Facilities Management
via e-mail to LMcMahon@summitkids.org

LEGAL ADVERTISEMENT
NOTICE TO BIDDERS

Sealed bids will be opened and publicly read on **March 20, 2018 at 2:00 p.m.** local time, at Summit County Children Services, located at 264 South Arlington Street, Akron, OH 44306, as authorized pursuant to Summit County Children Services Board of Trustees Resolution 12-2017-15/E for:

Family Interaction Center (FIC) Carpet and Flooring Replacement 2018

All bids must comply with the specifications in the Invitation to Bid package. Bid documents may be obtained by logging onto the website at www.summitkids.org, under the "Bidding Opportunities" tab, or may be picked up free of charge from SCCS, located at 264 S. Arlington Street, Akron, OH 44306, between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, beginning on **February 21, 2018** until **March 1, 2018 at 9:30AM.**

SEALED BIDS AND ALL NECESSARY DOCUMENTS must be received no later than 2:00 p.m. local time on March 20, 2018 at Summit County Children Services, 264 South Arlington St., Akron, Ohio 44306 and shall be addressed to Linda McMahan, Director of Facilities Management. Bids received after that time will not be accepted.

SCCS will hold a **MANDATORY** site visit/pre-bid meeting on **March 1 at 9:30 AM EST** on its campus, located at 264 S. Arlington Street, Akron, OH 44306. SCCS will reject bids from any vendor who fails to attend the site visit.

Registration of Interest: Vendors must submit a registration of interest to bid in writing and emailed to Linda McMahan, Director of Facilities Management, at LMcMahon@summitkids.org on or before **12:00 p.m. on March 7, 2018.**

All questions pertaining to the Bid **MUST** be sent to the attention of Linda McMahan, Director of Facilities Management, via e-mail to LMcMahon@summitkids.org and received no later than **12:00 p.m. on March 7, 2018.** Copies of all questions received and SCCS' responses will be sent to those vendors who **have submitted a registration of interest. SCCS will not respond to questions received after 12:00 PM local time on March 7, 2018.**

SCCS reserves the right to reject all bids.

Summit County Children Services
Jonathon D. Hart, Esq.
Legal Counsel/Risk Management Officer

To be advertised: February 21, 2018 via Akron Beacon Journal (ABJ) and February 21, 2018 via www.summitkids.org.

Electronically sent to ABJ on February 16, 2018.

**Summit County Children Services
FIC Carpet and Flooring Replacement 2018
Invitation to Bid**

I. INTRODUCTION

The vision of Summit County Children Services, a public children services agency authorized under Ohio Revised Code Section 5153, hereinafter referred to as “SCCS,” is to be the premier county children services agency within the State of Ohio that puts the needs of abused and neglected children first. SCCS serves abused, neglected, and dependent children and provides services to promote child safety, family stability, and permanency for all children served.

In order to meet the needs of the community it serves, SCCS requires a clean, healthy, and safe environment for employees, volunteers, and visitors. Therefore, SCCS is soliciting written bids from experienced flooring companies for carpet and flooring replacement on the SCCS campus, located at 264 S. Arlington Street, Akron, OH 44306. The SCCS campus is comprised of several buildings, including its Administration Building, Northeast Ohio Regional Training Center (NEORTC), Family Interaction Center (FIC), Women's Auxiliary Board (WAB) Holiday Toy Room, and several ancillary buildings.

SCCS desires a contract to replace portions of the carpet and flooring on the SCCS campus, subject to then-available funding.

II. CONTACT PERSON

Summit County Children Services
Linda McMahon
Director of Facilities Management
264 S. Arlington St.
Akron, Ohio 44306
Phone: 330-379-2014
Email: LMcmahon@summitkids.org

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III. TENTATIVE SCHEDULE OF EVENTS

2/21/2018	<p>Invitation to Bid Issued A notification of issuance and a copy of this ITB will be advertised in the Akron Beacon Journal. A copy will also be posted on the SCCS website, located at www.summitkids.org under the Bidding Opportunities Tab.</p>
3/1/2018 at 9:30 AM EST	<p>MANDATORY Site Visit SCCS will conduct a site visit on the SCCS campus on March 1, 2018 at 9:30 AM. The purpose of the site visit is to allow Vendors to familiarize themselves with the SCCS campus and the condition of the flooring on the SCCS campus. <u>THE SITE VISIT IS MANDATORY. Any Vendor who fails to attend the site visit shall be DISQUALIFIED from submitting a Bid.</u> Only Vendors who attend the Mandatory Site Visit and register their interest will receive copies of questions submitted by other Vendors and SCCS' responses to those questions.</p>
3/7/2018 12:00 PM EST	<p>Registration of Interest Vendors must submit a registration of interest by 12:00pm EST on Wednesday, March 7, 2018 via email to LMcmahon@summitkids.org</p>
3/7/2018 at 12:00 PM EST	<p>Question Submission Deadline Questions relating to this ITB must be in writing and RECEIVED by Linda McMahon, Director of Facilities Management, at LMcmahon@summitkids.org no later than 12:00pm EST on 3/7/2018. SCCS will not respond to questions received after this deadline. Questions received from vendors and SCCS' responses will be sent via e-mail to all Vendors who attend the Mandatory Site Visit.</p>
3/9/2018 by 4:00 PM EST	<p>Responses to Questions by Vendors Responses to questions submitted by Vendors related to this ITB will be sent to all Vendors who attended the mandatory site visit to by 4:00pm EST on 3/9/2018.</p>
3/20/18 at 2:00 PM EST	<p>Bid Submission Deadline Bids must be RECEIVED by SCCS no later than 2:00pm EST on 3/20/18. Two (2) copies of the complete and executed Bid must be submitted by mail or hand delivery to Summit County Children Services, ATTN: Linda McMahon, Director of Facilities Management, at 264 S. Arlington, Akron, Ohio 44306. Bids submitted after the deadline will not be considered. Bids should be labeled "Bid for SCCS FIC Carpet and Flooring Replacement 2018." Bids may <u>not</u> be submitted via e-mail or facsimile. Vendor assumes the risk for any delay caused by any chosen delivery method, including delays caused by weather. It is the Bidder's responsibility to ensure delivery at the time and place specified herein; any assumption as to the dependability and/or reliability of mailing services, including expedited mail services, are made at the Bidder's own risk.</p>
3/20/18 at 2:00 PM EST	<p>Bid Opening</p>
May 2018(estimated)	<p>Projected Contract Commencement The contract term is estimated to commence in May, 2018; however, this date is only an estimate and is subject to change.</p>

RESERVATION OF RIGHTS

*** SCCS reserves the right to reject any or all bids for any reason without penalty. SCCS reserves the right to issue amendments or addenda to this ITB at any time prior to the bid submission deadline. All dates are subject to change, including the bid submission deadline. SCCS will provide notice of any such changes to all vendors who have attended the mandatory site visit/pre-bid meeting and via its website, www.summitkids.org.

IV. DEFINITIONS

- A. **Bidder:** As used in this ITB, the organization, entity, or individual who submits a Bid in response to this ITB. "Bidder" is used interchangeably with "Vendor" throughout this ITB.
- B. **Vendor:** As used in this ITB, the organization, entity, or individual who submits a Bid in response to this ITB. "Vendor" is used interchangeably with "Bidder" throughout this ITB.
- C. **Invitation to Bid ("ITB"):** "ITB" refers to this document, inclusive of any and all attachments, exhibits, addenda, or amendments.
- D. **Bid or Bid Response:** "Bid" and "Bid Response" are used interchangeably throughout this ITB to refer to the materials submitted by the Bidder to SCCS in response to this ITB.
- E. **Services:** as contemplated as the duties and responsibilities of the Vendor, includes all services/products/materials/construction to be performed or provided by Vendor.

V. SCOPE OF SERVICES

- A. **MATERIALS:** SCCS seeks a Vendor who can provide and install the following flooring materials or their equivalent:

MATERIAL	PATTERN & COLOR	APPROX. SQ. FT.
Johnsonite rubberized flooring 1/8-inch thickness & Johnsonite vinyl base cove 4-1/2 inch w/toe	Microtone 24x24" squares Color: Great Plains LB2, Color: Chocolate Cream LE2, Color: High Energy -LJ9, & Color: Reflecting Pool LJ3	3,265 sq. ft. of rubber flooring. Note: Square footage of each color to be determined when contract is awarded. Approximately 3,588 sq.ft. vinyl coving #107 Neutrality
Interface Step Repeat Collection SR899 pattern carpet tiles	24"x24" Step Repeat carpet tiles, Color: 104920 Sable	323 sq. ft. FIC vestibules & section of lobby

Vendors shall provide all materials needed to complete the installation of Interface Step Repeat Collection carpet tiles and Johnsonite rubberized flooring in .125" (1/8") thickness, base coving, and glue for all flooring materials. Four colors of rubberized flooring have been chosen for the project. The number of square feet of each color will be provided at time of contract award.

- B. **SURFACE AREA:** The schematic included in this document shows the overall layout of the Family Interaction Center. Areas marked in blue designate carpet replacement with rubberized flooring. Areas marked in pink designate carpet replacement with Interface Step Repeat Collection carpet tiles. Areas marked with a red "X" are not included as part of the scope of work contemplated in this Invitation to Bid.

C. SERVICES: Vendor will be expected to remove and dispose of the existing forbo flooring, carpet, and base coving from the Family Interaction Center. Vendor will be expected to purchase and install all of the materials necessary to replace the existing flooring. Specifically, Vendor shall be responsible for all of the following:

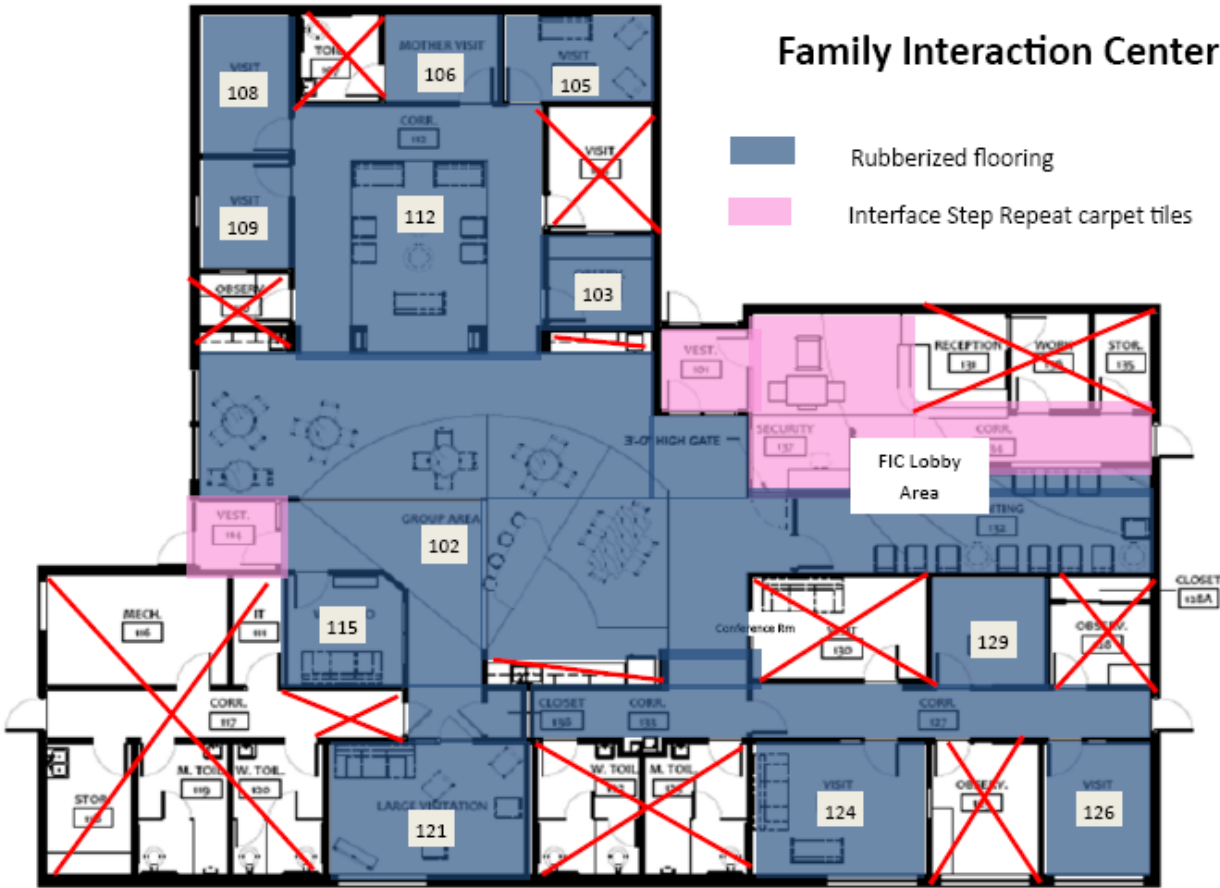
1. Vendor shall provide all materials (including transition strips and glue), equipment, labor, transportation, and supervision necessary to install carpet, rubberized flooring, and base coving.
2. Vendor shall be responsible for removal and disposal of existing flooring and base coving.
3. Vendor shall report any damaged or deteriorated flooring components to the SCCS Director of Facilities Management. Repairs will be made by Vendor prior to installation of carpet.
4. Vendor shall coordinate scheduling of flooring tear up and installation with the SCCS Director of Facilities Management.
5. Vendor shall transport new flooring and materials for installation to the SCCS FIC Building at 966 Clark Street, Akron, OH 44306.
6. Vendor shall provide any and all necessary accessories for flooring tear up and installation, i.e. transition strips, adhesives, etc.
7. Vendor will be responsible for the moving of all furniture necessary to gain full access to project area. Vendor will restore all furniture back to their original location(s) after flooring has been installed and vacuumed.
8. Work on this project shall be completed between the hours of 6:00 pm and 6:30 am, Monday, Tuesday, Wednesday and Friday. Thursday's work hours shall be 7:00pm until 6:30am. Work area for SCCS employees must be fully operational during normal business hours of 7:00 am to 6:00 pm.

D. SPECIAL MATERIAL REQUIREMENTS: Flooring provided to SCCS shall be Interface Step Repeat Collection carpet tiles and Johnsonite 100% rubber and shall be covered, at a minimum, by a limited warranty against excessive surface wear for a minimum period of five (5) years from the date of manufacturer's invoice.

E. QUALITY ASSURANCE REQUIREMENT: The Vendor shall develop and maintain a quality program to ensure services are performed in accordance with commonly accepted commercial practices. The Vendor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. **At a minimum, the Vendor shall develop quality control procedures addressing the critical areas identified in this document.**

The remainder of this page intentionally left blank. SCCS schematics follow on the next page.

Family Interaction Center



F. **SUPERVISION AND STAFFING**

1. **Area Foreman:** Vendor is responsible for assuring that the replacement/services/construction provided above are accomplished according to the specifications indicated and meet with SCCS's satisfaction. To that end, Vendor's foreman (or his/her designee) will oversee Vendor's performance to ensure that it is properly completed.
2. **Criminal Background Checks:** Vendor's employees must obtain security clearance before being assigned to the SCCS campus. Security clearance must be obtained via Ohio Bureau of Criminal Investigation (BCI) and Federal Bureau of Investigation (FBI) criminal history background check, as well as a review of sex offender registries. Vendor shall be responsible for paying for criminal history background checks for all employees. Full, unredacted copies of background checks on all Vendor employees that are assigned to SCCS shall be provided to SCCS prior to the date of contract commencement. In the event that a new employee is assigned to SCCS during the contract term, a copy of that individual's full, unredacted background check shall be provided to SCCS before that individual begins work on the SCCS campus. Any employee who has been convicted of or pled guilty to any offense listed in Ohio Revised Code § 5153.111 or Ohio Administrative Code § 5101:2-5-09 shall be disqualified from assignment to SCCS. A list of disqualifying offenses is attached to this ITB as **Exhibit 3**. Additionally, Vendor shall not assign employees to work on this contract if that employee has ever been a client of SCCS.
3. **Uniforms:** Vendor's employees shall wear identifying uniforms at all times while on the SCCS campus. Vendor is responsible for supplying uniforms to its employees at Vendor's cost.
4. **Employee Conduct:** Vendor employees shall not fraternize with agency staff, clients, or visitors, nor unnecessarily disrupt them from their work while performing their contractual duties. SCCS reserves the right to require removal of any person from SCCS, at any time and for any reason, with or without cause.
5. **Eligibility to Work:** Vendor employees assigned to work at SCCS must meet all legal requirements to work in the United States. Assignment of an undocumented immigrant to SCCS is grounds for immediate termination of any Agreement resulting from this ITB.
6. **Subcontracting:** Vendor shall not subcontract any part of the contract resulting from this ITB.

G. **SECURITY**

SCCS maintains a secure campus through the use of gates, metal detectors, security cameras, and access badges. Vendor's employees shall adhere to all of the following security considerations and procedures when entering any buildings on the SCCS campus:

1. Vendor's employees shall ensure that exterior building doors are properly closed and secured upon leaving the building.
2. Vendor's employees shall not "prop" open any doors nor admit anyone into any building on the SCCS campus.
3. Vendor's employees shall comply with sign-in/sign-out procedures as directed by SCCS.

H. **OTHER**

1. Vendor shall inform its employees that the use of office equipment (kitchen appliances, office copiers, computers, phones, etc.) is prohibited, except for emergency phone calls.
2. Vendor will perform its services in such a manner as to avoid inconveniences to the users of the premises and interference with SCCS' operations.
3. Vendor shall remove from the SCCS campus any refuse generated by supplies, materials, or equipment used by Vendor or refuse generated by Vendor Employees during the course of this contract at the time of completion or before, including when requested by SCCS.

VI. FORMAT OF BID RESPONSE

- A. **General** - The Bid response will be incorporated as part of the contract and will be used as a basis of development of a final contract. SCCS reserves the right to reject any Bid which takes exception to the terms and conditions of this ITB. By submitting a Bid in response to this ITB, Vendor is agreeing to each and every term and condition set forth in this document.
- B. **Organization** - SCCS expects Vendors to adhere to the following format in submitting a response to the Bid request. Bids should be prepared as simply and straightforwardly as possible.

<u>Section</u>	<u>Title</u>
1	Company Summary, including Exhibit 2
2	Exhibit 1: Bid Pricing Form
3	Exhibit 4: Client References
4	Exhibits 5-8
5	Certificates of Insurance

- C. **Instructions** - Instructions relative to each section of the Bid Response are as follows:
1. Section 1: Company Summary. Bidders must provide information about their company in order for SCCS to evaluate the Bidder's stability and ability to support all the commitments set forth in the Bid. The company should outline its background and include the following information:
 - a. How long the company has been in business
 - b. A brief description of the company
 - c. Company size and organizational structure
 2. Section 2: Bid Pricing. Bidders shall complete Exhibit 1 to this ITB, the Bid Pricing Form, and include it as Section 2 of their Bid. The Bid Pricing Form must be signed in **BLUE INK** by an individual with authority to contractually bind the Bidder. Bidders shall follow the instructions on the Bid Pricing Form in completing that form.
 3. Section 3: Client References. Using the form provided in Exhibit #4 to this ITB, Bidders must supply a list of at least three (3) client references for projects of a similar size to the project contemplated in this ITB.
 4. Section 4: Exhibits #5-8. Bidders shall include completed, fully executed copies of Exhibits #5-7 in this section, including notarization where applicable.
 5. Section 5: Certificates of Insurance. Bidders shall attach Certificates of Insurance which reflect the types of coverage and policy limits required by Section XII (C) of this ITB.

VII. COMPENSATION

Selection of a vendor and execution of a contract is fully contingent on the ability of SCCS to lawfully appropriate said funding. SCCS reserves the right to reject all Bids in the event of loss of funding.

SCCS will pay Bidder for the carpet and flooring replacement as requested and specified herein in an amount that may be less but shall not exceed the price provided by the lowest

qualified Bidder. Upon notice from SCCS that Bidder has been awarded the contract, SCCS will contact Bidder to discuss the finalization of the contract. Payment will be subject to successful negotiation and execution of a contract.

VIII. GENERAL INFORMATION

A. **Communication Prohibition** – From the issuance of this ITB until the bid opening, there shall not be **any** communications concerning the ITB between any person, organization, or other business entity submitting a Bid and any staff members of SCCS or the SCCS Board of Trustees other than as detailed herein. **Vendors who fail to comply with this prohibition risk elimination of their Bid from further consideration.**

1. **Exceptions** – The only exceptions to this prohibition on communication are as follows:

- a. To register interest as detailed above; and/or,
- b. To schedule participation/participate in the site visit/pre-bid meeting; and/or
- c. To submit questions to the SCCS Contact Person of this ITB during the Question and Answer period; and/or,
- d. As necessary in any on-going business relationship separate from the ITB.

B. **Subcontractors** – SCCS does not desire to have the Vendor rely on subcontractors as their primary source of staffing to meet the service needs of this ITB and resulting contract. If Vendor is considering the use of a subcontractor(s) for any part of the work described in this ITB, Vendor shall clearly identify the proposed subcontractor(s) and their role in providing services. The Bid must include a letter of support from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor, indicating the following:

1. Subcontractor's legal status, federal tax ID number and principle place of business address;
2. Name, phone and fax number of a person authorized to legally bind the subcontractor to contractual obligations;
3. A complete description of the work the subcontractor will do;
4. A commitment to do the work, if the prospective Vendor is selected for the contract; and
5. Willingness to execute a Release which would hold SCCS harmless from any liability related to the agreement with Vendor, including specifically releasing SCCS from any responsibility for payment in the event the Vendor fails to pay subcontractor(s). This release must be executed prior to any resulting contract, if the prospective Vendor is selected for the contract.

C. **Unresolved Findings for Recovery** - ORC Section 9.24 prohibits SCCS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of award. SCCS will review the Auditor of State’s website prior to evaluating Bids. SCCS will not evaluate a Bid from any Vendor whose name, or the name of any of the subcontractors, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

- D. **Federal Debarment** - SCCS will review the federal Excluded Parties Listings Website prior to evaluating Bids. SCCS will not evaluate a Bid from any Vendor whose name, or the name of any of the subcontractors, appears on the federal Excluded Parties List.
- E. **Public Information** – All Bids and materials submitted will become the property of SCCS. SCCS is a public agency, and the process to procure goods and services is open to inspection by the public, including pricing, terms of payments, bid materials, and evaluation scores. Vendor should not provide any materials or information Vendor deems proprietary or trade secret information unless Vendor designates such information as confidential and expressly requests such information not be considered public record. SCCS will review such confidentiality requests and advise Vendor as to its determination as to whether the information is of such nature that confidentiality is warranted. This determination is the sole discretion of SCCS. If materials/information are not marked "confidential," Vendor waives any right to assert such confidentiality.
1. **EXCEPTION:** In order to ensure fair and impartial evaluation, Bids and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under 149.43 of the Revised Code shall not be available until after the award of the contract.
- F. **Examination and Responsiveness to the ITB** – Vendors are expected to read and be familiar with the entire ITB. Vendors' Bid should be responsive to the ITB and comply with the ITB in a manner that makes it clear that they understand and responded to all sections of the ITB.
- G. **No Payment for Bid Preparation** – SCCS is not liable for any Bid preparation expenses Vendor incurs.
- H. **Withdrawing Bids**
1. A submitted Bid may be withdrawn by written request prior to the bid submission deadline. Written requests shall contain the reason that Bidder is requesting to withdraw the Bid.
 2. After the bid submission deadline, bids may only be withdrawn as permitted by Ohio Revised Code § 9.31.
 3. SCCS may terminate negotiations with a Vendor at any time during the negotiation process if the Vendor fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If SCCS terminates negotiations with a Vendor, SCCS may negotiate with the Vendor whose Bid is ranked the next lowest priced and best qualified.
- I. **SCCS Rights and Conditions**
1. Ohio Revised Code Section 307.90 and 307.91 permits SCCS to reject all bids, waive technicalities, amend the original estimate, and to advertise for new proposals or bids on the required services if SCCS determines that award of a contract is not in the best interest of SCCS, prices submitted are excessive compared to the market, or the bids are non-responsive.
 2. This ITB does not constitute an offer. Acceptance of bids for review does not commit SCCS to award a contract. SCCS reserves the right to cancel, withdraw, or reissue this ITB in part or in its entirety up until the time a contract is signed by the SCCS Executive Director.

3. SCCS is the final authority in determining if a bid is responsive or non-responsive to the terms and conditions of the ITB.
4. SCCS reserves the right to award a single contract, multiple contracts, or to reject any or all bids or parts of bids received.
5. The terms and conditions contained in this ITB become part of the resulting contract with the selected Vendor. SCCS reserves the right to reject any Bid which disclaims or takes exception to the terms and conditions of this ITB.
6. SCCS reserves the right to modify the scope of this ITB to incorporate emerging best practices or services, operational, programmatic or policy changes, changes to law or rules and regulations, changes in technology, product substitutions due to unavailability of product specified, price changes, decreases or increases in funding, and/or decreases or increases in demand for services if the foregoing were unforeseen at the time of the bidding process and the modifications are related to the original purpose of the project.
7. SCCS may, at its sole discretion, waive minor errors or omissions in any Bid.
8. SCCS reserves the right to request that vendors provide clarifications, make oral presentations, or submit additional information pertaining to their Bid.
9. SCCS reserves the right to utilize any ideas submitted in bids unless those ideas are covered by legal patent or copyright and are identified as such in the Bid.
10. SCCS reserves the right, if additional funds become available, to make additional awards based on the remaining bids submitted in response to this ITB and/or to provide additional funds to successful Vendors in lieu of releasing a new ITB.

J. Contractual Obligations

1. Vendor's Bid becomes binding on Vendor upon submission of the Bid, subject to SCCS's acceptance. All Bids shall remain open and valid for a period of not less than sixty (60) days from the Bid Submission Deadline.
2. SCCS will not be contractually bound until and unless a written Agreement has been fully executed by both parties.
3. If the Vendor refuses or fails to accept the terms and conditions set forth herein, it may result in rejection of the Bid or cancellation of the award.

K. Unlawful discriminatory practices – The Bidder selected under this ITB must comply with Section 4112.02 of the Ohio Revised Code (ORC) and refrain from engaging in unlawful discriminatory employment practices.

L. Immigration – The Bidder must certify that Bidder will not employ any alien in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to immigration, exclusion, deportation or expulsion of aliens.

M. Conflict of Interest – Vendors shall not promise or give to any SCCS employee, agent or any member of its Board of Trustees anything of value that could influence the outcome of this ITB. Any Vendor who violates the requirements and prohibitions set forth in the ORC, OAC, federal procurement regulations or SCCS policies and procedures will be subject to termination of their contract, if a current contract exists, or refusal by SCCS to enter into an Agreement with the violator.

N. Acceptance of Terms – All of the Terms and Conditions of this ITB are deemed accepted by the Vendor and incorporated in its Bid.

IX. AWARDS

- A. SCCS will examine bids to determine compliance with this ITB and any applicable County ordinances, and may award a contract to the lowest responsive and responsible bidder if SCCS feels that award of a contract is in the best interest of SCCS and if the SCCS Board of Trustees approves award of a contract.
- B. Bidders shall be considered responsive if their Bid responds to bid specifications in all material respects and contains no irregularities or deviations from the specifications which would affect the amount of the bid or otherwise give a competitive advantage. The factors that SCCS shall consider in determining whether a bidder on the contract is responsible include the experience of the bidder, financial condition, conduct and performance on previous contracts, management skills, and ability to execute the contract properly.
- C. SCCS may waive nonmaterial irregularities, omissions, or variations in any bid.
- D. SCCS reserves the right to reject any and all bids.

X. UNACCEPTABLE BIDS

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the County of Summit (hereinafter referred to as “the County”) or SCCS, upon any debt or contract, or that is in default as surety or otherwise, upon any obligation to the County or SCCS, or has failed to perform faithfully any previous contract with the County or SCCS or has been debarred by the County or the State of Ohio from consideration for contract awards.

XI. REJECTION OR ACCEPTANCE OF BIDS

- A. SCCS reserves the right to reject any and all bids in their entirety, or any part or parts of any bid, and also the right to waive any informality in the bid.
- B. SCCS reserves the right to hold bids for up to sixty (60) days.
- C. SCCS reserves the right to consider all elements in determining the responsibility of the bidder in determining whether to award a contract.
- D. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind may be rejected at the sole discretion of SCCS. By submitting a Bid in response to this ITB, the Bidder agrees to each and every term and condition listed herein. Any language in a Bid which purports to disclaim or take exception to the terms and conditions of this ITB may be cause for rejection of that Bid.
- E. SCCS shall not be liable for any expenses incurred by Bidders in the preparation of their bids.
- F. SCCS reserves the right to reject the bid of any Vendor who violates the Communication Prohibitions articulated in Section VIII (A) of this ITB.
- G. SCCS will not be contractually bound until and unless a formal written agreement has been fully executed by both parties.

XII. CONDITIONS AND RESTRICTIONS

- A. Implied Requirements. All services/products/materials/construction which are not specifically mentioned in this ITB, but which are necessary to provide the functional capabilities/services/products/repairs/replacements described by a Bidder, shall be included in the bid.
- B. Licenses. All licenses required by the State of Ohio and/or local community, if any, which are necessary to perform the contract, must be obtained prior to submitting a response to this Invitation to Bid.
- C. Insurance. In order to protect SCCS from liability, relative to any service provided pursuant to an agreement arising from this Invitation to Bid, Vendor shall purchase and keep in full force and effect the following:
1. General Liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence, Three Million Dollar (\$3,000,000) aggregate, on account of bodily injury, including death or property damage which also includes products and completed operations, personal and advertising injury, and liability assumed under contract. Vendor's General Liability insurance requirements may be satisfied by the purchase of a combination of primary, excess, and/or umbrella insurance.
 2. Workers' Compensation insurance, as statutorily required, and Employer's Liability Insurance, Ohio Stop Gap, with limits of not less than One Million Dollars (\$1,000,000) each accident, each employee.
 3. All insurance hereby required of Vendor shall respond to liability asserted against the Vendor, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or employee of the Vendor that performs services for SCCS under any resulting Agreement.
 4. Except for Workers' Compensation insurance, all insurance required of the Vendor shall be endorsed to provide, and all insurance certificates shall include the statement, that the insurance covered by the certificate shall not be cancelled, materially altered, or non-renewed with no fewer than thirty (30) days prior written notice to SCCS.
 5. SCCS and the County, and their employees, elected and appointed officials, agents, and representatives shall be included as additional insureds under the Vendor's Commercial General Liability insurance policy, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage, and under the Vendor's Commercial Umbrella policy, if any; their Commercial General Liability, Commercial Auto Liability, Commercial Umbrella insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. There shall be no endorsement or modification of the Commercial General Liability or Commercial Umbrella to make either of these policies excess over other available insurance, it being understood that any liability insurance of SCCS, if any, shall be non-contributing.
 6. If the Vendor's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7. All insurance purchased by the Vendor as required by this agreement, shall be purchased from insurers whose AM Best rating shall be "A-, VII" or higher.
8. The Vendor shall be responsible for any deductibles or retentions existing within the insurance purchased by it.
9. If the Vendor fails to maintain the insurance as required herein, SCCS shall have the right but not the obligation to purchase said insurance at the Vendor's expense.
10. The Vendor's failure to maintain the required insurance may result in the termination of any agreement, at SCCS' option, notwithstanding any contradictory provisions therein.
11. The Vendor shall require all subcontractors, persons, agents, or independent contractors engaged by the Vendor to provide services hereunder (hereinafter referred to as "Subcontractors"), to purchase and maintain insurance coverages, including terms, conditions, and limits of liability, substantially similar (as determined in SCCS' sole discretion) to those set forth in this Section as respects the Vendor. Upon request from SCCS, the Vendor shall deliver to SCCS written proof of all such insurance purchased and maintained by all Subcontractors.
12. The Vendor shall report to SCCS any claim, suit, or other proceeding asserted against or otherwise implicating the Vendor or any Subcontractor that, in the reasonable commercial opinion of the Vendor, may result in a liability of the Vendor or Subcontractor exceeding Five Hundred Thousand Dollars (\$500,000), which notice by the Vendor to SCCS shall be in writing and sent to SCCS within thirty (30) days of the Vendor's receipt of such claim, suit, or other proceeding, whether or not such claim, suit, or proceeding is or may be covered by insurance.
13. To the extent any insurance purchased by the Vendor or a Subcontractor is issued on a claims-made basis, such policy shall include an Extended Reporting Period endorsement option providing continuing coverage under such policy for not fewer than (3) three years after the date of termination of the policy period.
14. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect the Vendor or any Subcontractor, and such coverage and limits shall not be deemed as a limitation on Vendor's liability under the indemnities granted to SCCS and others in the agreement.
15. SCCS reserves the right to amend, revise, or otherwise supplement the insurance requirements imposed upon the Vendor, and may do so by communicating in writing such amendment or revision to the Vendor.

Prior to execution of an agreement arising from this ITB, Vendor shall furnish SCCS with copies of the aforementioned proof of insurance coverages as required herein, including monetary coverage values, effective dates, and including SCCS, the County, its agents, employees and Board of Trustees named as an additional insureds under the Commercial General Liability and Umbrella Policies.

- D. Billing. Processing of payment may take up to thirty (30) days. SCCS is not responsible for late payment due to unforeseen circumstances, such as computer problems, mail delivery delays, Summit County payment processing or work stoppages.

- E. Amendments or Addenda. SCCS reserves the right to issue amendments or addenda to this ITB at any time. SCCS reserves the right to cancel or reissue this ITB.

XIII. DISADVANTAGED BUSINESS PREFERENCE

- A. In determining the qualifications of Bidders, there will be a preference for bids from disadvantaged businesses as provided herein.
- B. Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid, or ten thousand dollars (\$10,000), whichever is less.
- C. Preference shall not apply as provided in this section where prohibited by State or Federal law or regulation.
- D. Definitions - For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:
1. "Disadvantaged business" means either a small business (including a sole proprietorship, partnership, corporation or joint venture of any kind) that is owned and controlled by the United States citizens and residents of Ohio who are members of an economically disadvantaged group (which includes minorities, females, and persons with disabilities) or any governmentally owned and operated sheltered workshop for the mentally retarded and developmentally disabled located within the State of Ohio.
 2. "Owned and controlled" means that at least fifty-one percent (51%) of the business is owned by persons who belong to an economically disadvantaged group, and that such owners have control over the management and day-to-day operations of the business and an interest in the capital, assets, and profits and losses of the business proportionate to their percentage of ownership. If the business is a corporation, at least fifty-one percent (51%) of each of the following must be members of an economically disadvantaged group: the board of directors; the principal executive officers; and ownership in shares of every class of stock. If the business is a partnership, at least fifty-one percent (51%) of each class of partnership interest must be owned by partners belonging to an economically disadvantaged group. If the business is a sole proprietorship, the proprietor must be a member of an economically disadvantaged group and own the entire interest in the capital, assets, profits and losses of the business, not including mortgages and other types of financial arrangements secured by assets or bonds secured by revenues. If the business is a joint venture, at least fifty-one percent (51%) of the joint venture must be controlled by economically disadvantaged persons, one (1) or more of such persons being designated as the joint venture manager, and such persons have an interest in the capital, assets, profits and losses of the joint venture proportionate to their percentage of ownership.

3. "Minority" means African-Americans, Native Americans, Hispanics, and Southeast Asians.
 4. "Persons with disabilities" means individuals with a physical or mental impairment that substantially limits one or more of the major life activities of such individuals, individuals with a record of such impairment, or individuals regarded as having such impairment.
 5. "Small business" means any business having twenty-five (25) or fewer employees or less than one million dollars (\$1,000,000) in annual gross sales.
- E. Procedure – In order to qualify for preference, bidders must be certified as a disadvantaged business prior to the advertisement for bids or other announcement for quotes by Summit County, and must actually perform the work or supply the goods or services themselves without the use of subcontractors other than certified disadvantaged businesses. Bidders shall provide in their response to any bid or quote written evidence of their certification by the State of Ohio or appropriate agency of the Federal government that the bidder is currently recognized as a business owned and operated by a minority, female, or person with a disability. If no State or Federal agency exists for such certification, then the bidder shall submit, prior to bidding, an affidavit containing such information as SCCS deems necessary to determine if the business is owned and operated by a minority, female, or person with a disability, and such affidavit shall be certification thereof.
- F. Prohibition; Deceptive Bidding – No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent that he owns, controls, operates, or participates in the operation of a disadvantaged business.
- G. Penalty – Whoever violates "Paragraph (F) Prohibition; Deceptive Bidding" above is guilty of deceptive bidding, a misdemeanor of the first degree. In addition to the penalty provided by this section or any other penalty provided by law, any person convicted of a violation of such provision above, shall forfeit to Summit County a sum not less than the amount of their bid and shall be debarred from contracting with the County for eight (8) years.
- H. Cumulative Preferences – No bidder shall receive preferences cumulatively exceeding five percent (5%) or fifteen thousand dollars (\$15,000.00), whichever is less.

(County of Summit Ord. 2000-202. Adopted 5-22-00.)

XIV. TAXES

SCCS is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The price quote(s) shall exclude all such taxes and will be so construed.

XV. EXAMINATION OF SPECIFICATIONS

The Bidder is required to carefully read the bid specifications so as to become familiar with the purchase of services/products/materials/construction being sought in this ITB. Errors in bid preparation, including cost calculation, may result in rejection of a bid.

XVI. TERMS AND CONDITIONS

- A. Contract - A written contract by and between SCCS and the selected Bidder will be executed following approval of the SCCS Board of Trustees. In addition to this written Contract, the ITB, the selected Bid proposal, and any written documents supplementing, amending, or incorporated in the ITB and/or the selected Bid shall represent the entire and integrated Agreement between the Bidder and SCCS, and shall supersede all prior negotiations, representations, or agreements, whether written or oral. Such Agreement may be amended only by a signed, written agreement of the Bidder and SCCS. SCCS will not be contractually bound until and unless a formal written agreement has been fully executed.
- B. Indemnification - The Bidder will indemnify and hold harmless SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees from and against all suits or claims, whether or not foreseeable, that may be based upon any injury to persons or property arising out of any error, omission, willful misconduct, or negligent act of the Bidder or its employees, agents, or subcontractors; and the Bidder will at its own expense, defend: SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees in all litigations, pay all attorney fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against SCCS and/or Summit County, and/or their respective officers, agents, employees, or Board of Trustees pursuant to such litigation.
- C. Liability - Vendor agrees it is liable for any loss or damage to SCCS or injury to any child under the care of SCCS that results solely from the negligence or willful misconduct of Vendor or its officers, employees, agents and/or any Vendor designated staff member providing services hereunder. In the event Vendor and/or any Vendor designated staff member providing services hereunder negligently or willfully causes SCCS, a client of SCCS, a child under the care of SCCS damage, or their foster parent, injury or death, this Agreement will terminate immediately. SCCS may pursue appropriate legal action to protect their rights in law or in equity relative to the negligence or misconduct of Vendor and/or any Vendor designated staff member.
- D. Claims for Breach of Contract - Bidder agrees that any claim or lawsuit against SCCS relating in any way to services/products/materials/construction provided under any agreement resulting from this ITB must be filed no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. Bidder waives any statute of limitations to the contrary.
- E. Nondiscrimination - The Bidder and all employees, agents, and/or subcontractors must not discriminate in any manner in the performance of any contract arising from this ITB by reason of race, handicap, color, religion, sex, age, national origin, or disability and shall comply with all federal, State of Ohio, County of Summit and local anti-

discrimination laws, as amended, and any related applicable rules, regulations, and executive orders, as amended. The Bidder must comply with all policies and procedures of SCCS and the County of Summit relating to discrimination and intimidation. All solicitations or advertisements for employees placed by or on behalf of the Bidder and all employees, agents and/or subcontractor must state that the Bidder or subcontractor is an equal opportunity employer. The Bidder must cause this nondiscrimination provision to be included in every subcontract entered into with regard to the services provided.

- F. News Media - Bidders are prohibited from speaking to representatives of the news media about any aspect of SCCS' operations, including but not limited to, programs, personnel, or clients. The SCCS Executive Director and/or her authorized representative are the only spokespersons for SCCS.
- G. Successors and Assigns - SCCS and Bidder each bind themselves, their successors, assigns, and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the resulting contract documents.
- H. Independent Contractor - The Bidder will perform its duties under any contract arising from this Invitation to Bid as an independent contractor, not as an employee of SCCS. The Bidder will not have or claim any right arising from employee status. The Bidder will be responsible for supplying a Federal identification number to SCCS and the Bidder will be responsible for payment of Federal, State and Local taxes as applicable.
- I. Termination - Any contract or agreement executed as a result of this ITB may be terminated by SCCS upon a thirty (30) day written notice for any reason, or:
 - 1. Immediately by SCCS in the event of breach of any provision of the contract by the Bidder;
 - 2. Immediately by SCCS if Bidder violates any law or regulation in performing services/construction/providing products herein;
 - 3. Immediately by SCCS if the Bidder files for or is adjudicated bankrupt;
 - 4. Immediately by SCCS if a receiver is appointed over substantially all of the Bidder's assets;
 - 5. After fourteen (14) days if Bidder defaults in meeting its obligations and fails to cure the default.

In the event of termination, Vendor will immediately stop all work and will immediately cause any of its vendors or subcontractors to cease all work related to this Agreement. SCCS will pay Vendor for all services satisfactorily performed prior to notice of termination.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, SCCS may exercise any administrative, contractual, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.

- J. Compliance - Any contract executed as a result of this Invitation to Bid is subject to all applicable provisions of local, state, and federal law.

- K. Governing Law – This ITB and any Agreement resulting from this ITB shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings arising under this ITB or an Agreement resulting from this ITB shall be instituted exclusively in the courts of the State of Ohio, in the County of Summit, and the parties expressly waive any right to federal diversity jurisdiction.
- L. Severability – Any Agreement resulting from this ITB is severable. If any provision of said Agreement is declared void, invalid, or legally ineffective by any court, all other provisions of the Agreement shall remain binding and fully enforceable.
- M. Force Majeure - SCCS and the Bidder agree that neither party is responsible to the other party for nonperformance or delay in performance of the terms of any contract resulting from this ITB due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.
- N. Notice - Any notices to be given under an Agreement arising from this ITB by either party to the other may be effected in writing either by personal delivery or by registered or certified mail, with postage prepaid and return receipt requested. Mailed notices shall be sent to the addresses appearing in the introductory paragraph of this Agreement. Notices to SCCS should be specifically addressed to the attention of the Director of Facilities Management, Linda McMahan. Each party may change the address or name of designated staff person to be notified by giving written notice of such change in accordance with the provisions of this paragraph. Notices will be deemed communicated when delivered personally to the appropriate address whether received or rejected by the addressee, if sent by certified mail, return receipt requested. Mailed notices will be deemed communicated two (2) days after the mailing.
- O. Waiver – Failure of either party to insist on performance of any term or condition of the Agreement resulting from this ITB or exercise any right, or privilege thereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.
- P. Record Access – All records relating to costs, work performed, and supporting documentation for invoices submitted to SCCS by Vendor, along with copies of all deliverables submitted to SCCS pursuant to an Agreement arising from this ITB, will be retained and made available by Consultant for audit, by the State of Ohio, including, but not limited to, Ohio Department of Job and Family Services, the Inspector General of Ohio, or any duly authorized law enforcement officials and by agencies of the United States government, for a minimum of three (3) years after payment for work performed under an Agreement arising from this ITB. If an audit, litigation, or other action is initiated during this time period, Vendor shall retain such records until the action is concluded and all issues resolved or the three years end, whichever is later. Vendor acknowledges, in accordance with Section 149.431 of the Ohio Revised Code, that certain financial records related to the performance of services under an Agreement arising from this ITB may be deemed to be public records.
- Q. Confidentiality – Any confidential information gained by Vendor or any Vendor designated staff member providing services hereunder, whether or not that confidential information was directly or intentionally communicated, is confidential. If the SCCS Executive Director gives Vendor or any Vendor designated staff member providing services hereunder written authorization to make any disclosures, Vendor or any Vendor designated staff member providing services hereunder shall do so only within the limits and to the extent of that authorization. This provision will survive termination of an

Agreement arising from this ITB. It is understood between the parties that the client relationship entered into between SCCS and Vendor will be held as strictly confidential. The Vendor will not provide information to SCCS or any third party without prior written approval of the client involved.

- R. Drug Free Workplace – Vendor and anyone working on its behalf in association with this ITB will comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Vendor will make a good faith effort to ensure that all its officers, members, employees, agents, representatives, independent contractors and subcontractors, while working on SCCS property, do not possess and will not purchase, transfer, use, or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.
- S. Harassment – Vendor’s employees will not engage in any sexually harassing or offensive conduct in the workplace. Said conduct may include, but is not limited to, the following:
 - 1. Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
 - 2. Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive or personal references;
 - 3. Demeaning, insulting, intimidating, or sexually suggestive comments about an individual;
 - 4. The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; or,
 - 5. Demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages (such as email, instant messaging, and internet materials)
- T. Headings – The headings in this ITB and any resulting Agreement are for convenience only, and will not be used to modify, limit, or extend any provision contained in this ITB or in the resulting Agreement.
- U. Unresolved Findings Of Recovery – Pursuant to Ohio Revised Code §9.24, the Vendor must warrant that no unresolved findings of recovery have been issued against Company by the Auditor of the State of Ohio.
- V. Notification of Employee Rights Under Federal Labor Laws - As applicable, the parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. As applicable, the parties will further comply with 29 CFR Part 471, Appendix A to Subpart A. The parties further agree to abide by all applicable state and federal laws.
- W. Assignment - No party shall assign this Agreement or sublet it as a whole without the written consent of all Parties, nor shall the Vendor assign any moneys due or to become due hereunder without SCCS’s prior written consent.
- X. Amendments - Any Agreement resulting from this ITB may be amended by the Parties only by a written agreement signed by both parties. Such written amendment need not be supported by any further consideration to be binding on both parties.
- Y. Complete Agreement – This ITB, Vendor's Bid, and any Agreement resulting from this ITB shall represent Agreement is the complete understanding of the parties. Any promise or condition not contained in this ITB, Vendor's Bid, or the Agreement resulting from this ITB shall not be binding on the parties.

- Z. Conflict of Interest - Bidder agrees that Bidder, its officers, members, and employees currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with, or which would compromise the discharge and fulfillment of Bidder's functions, duties, and responsibilities hereunder. If Bidder, its officers, members, or employees acquire any incompatible, conflicting, or compromising personal or professional interest, Bidder shall immediately disclose such interest in writing to the SCCS Executive Director. If any such conflicting interest develops, Bidder agrees that the person with the conflicting interest will not participate in any activities related to this Agreement until such time as SCCS, through its Executive Director, determines such participation would not be contrary to the public good and interest. Bidder agrees: (1) to refrain from promising or giving to SCCS employees anything of value to manifest improper influence upon the employee; (2) not to solicit employees to violate the SCCS Conflict of Interest policy/procedure; (3) to refrain from conflicts of interest; and, (4) to certify that Bidder complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43 and the SCCS Conflict of Interest policy/procedure.
- AA. Equal Employment Opportunity - Bidder will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- BB. Illegal Alien Status - Bidder certifies that Bidder will not employ any alien in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to immigration, exclusion, deportation, or expulsion of aliens.

The remainder of this page intentionally left blank.

EXHIBIT 1

BID PRICING

DIRECTIONS: The wording of this form should be retained throughout, without change, alterations, or additions. Any changes in the wording may cause your Bid to be rejected. This page must be signed in **blue ink** by an individual with authority to enter into contracts on Vendor's behalf.

To: Summit County Children Services
264 South Arlington Street
Akron, OH 44306
Attention: Linda McMahon, Director of Facilities Management

The undersigned, having become thoroughly familiar with the terms and conditions affecting the performance and costs of the FIC Carpet and Flooring Replacement Invitation to Bid, hereby proposes and agrees to fully perform the Flooring Replacement work and responsibilities within the time stated and in strict accordance with the Bid Documents for the following:

Term – SCCS desires a contract to replace a portion of its flooring, which will terminate upon completion of said replacement. SCCS anticipates that an Agreement will commence spring, 2018.

Compensation – SCCS will pay Bidder for the services/materials/products/construction requested and specified herein in an amount that may be less than but shall not exceed the quote provided by the lowest qualified Bidder.

Having reviewed the specifications set forth herein, the undersigned hereby proposes to furnish all of the services/materials/products/construction specified in the Invitation to Bid materials for the following not to exceed sum:

\$ _____

In submitting this bid, it is understood that SCCS reserves the right to reject any and all bids. It is agreed that any contract resulting from this ITB is contingent upon SCCS' ability to appropriate funding. It is also agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof except as provided by law.

The remainder of this page left intentionally blank.

EXHIBIT 2

NAME OF BIDDER _____
Company/Corporation/Partnership Name

PRINCIPAL PLACE OF BUSINESS ADDRESS

CORPORATION IS ORGANIZED UNDER THE LAWS OF _____
State

DATE OF ESTABLISHMENT OF PLACE OF BUSINESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL _____

BY _____
Print Name Title

SIGNATURE _____

DATE _____

FEDERAL TAX I.D. NUMBER _____

EXHIBIT 3**DISQUALIFYING OFFENSES CHECKLIST**

OFFENSE	R.C.	OFFENSE	R.C.
Abduction	2905.02	Illegal manufacture of controlled substance or cultivation of marijuana	2925.04
Abortion without informed consent prohibited; unmarried minors	2919.12	Illegal use of a minor in nudity-oriented material or performance	2907.323
Adulteration of food	3716.11	Importuning	2907.07
Aggravated riot	2917.02	Improperly discharging firearm at or into habitation or school safety zone	2923.161
Aggravated arson	2909.02	Inciting to violence	2917.01
Aggravated assault	2903.12	Interference with custody (previously Child stealing)	2919.23
Aggravated burglary	2911.11	Involuntary manslaughter	2903.04
Aggravated menacing	2903.21	Kidnapping	2905.01
Aggravated murder	2903.01	Making terroristic threats	2909.23
Aggravated robbery	2911.01	Menacing	2903.22
Arson	2909.03	Menacing by stalking	2903.211
Assault	2903.13	Murder	2903.02
Burglary	2911.12	Operating vehicle under the influence of alcohol or drugs (if the person previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation)	4511.19
Carrying concealed weapons	2923.12	Pandering obscenity	2907.32
Child stealing (as this law existed prior to July 1, 1996)	2905.04	Pandering obscenity involving a minor	2907.321
Compelling prostitution	2907.21	Pandering sexually oriented matter involving a minor	2907.322
**Conspiracy (if it involved an attempt to commit aggravated murder or murder)	2923.01	Patient abuse or neglect	2903.34
Contributing to the unruliness or delinquency of a child	2919.24	*Permitting child abuse	2903.15
Corrupting another with drugs	2925.02	Possession (if not a minor possession offense)	2925.11
Criminal child enticement	2905.05	Procuring	2907.23
Cruelty to animals	959.13	Promoting prostitution	2907.22
Disseminating matter harmful to juveniles	2907.31	Prostitution - after positive HIV test	2907.25
Domestic violence	2919.25	Public indecency	2907.09
Endangering children	2919.22	Rape	2907.02
Ethnic intimidation	2927.12	Robbery	2911.02
Failing to provide for a functionally impaired person	2903.16	Sexual battery	2907.03
Felonious assault	2903.11	Sexual imposition	2907.06
Felonious sexual penetration (as this former section of law existed)	2907.12	Support of terrorism	2909.22
Funding of drug or marijuana trafficking	2925.05	Terrorism	2909.24
Gross sexual imposition	2907.05	Trafficking offenses	2925.03
Having weapons while under disability	2923.13	Unlawful sexual conduct with a minor	2907.04
Identity fraud	2913.49	Voluntary manslaughter	2903.03
Illegal administration or distribution of anabolic steroids	2925.06	Voyeurism	2907.08

EXHIBIT 4

REFERENCES

By providing the names and information of references below, Vendor authorizes SCCS to contact any person identified herein for purpose of investigating experience and job performance. SCCS may reject any Bid which fails to include complete information herein.

- 1. Name of Entity/Organization:**
 - a. Contact Person (Name & Phone Number):**
 - b. Address:**
 - c. Contract Term:**

- 2. Name of Entity/Organization:**
 - a. Contact Person (Name & Phone Number):**
 - b. Address:**
 - c. Contract Term:**

- 3. Name of Entity/Organization:**
 - a. Contact Person (Name & Phone Number):**
 - b. Address:**
 - c. Contract Term:**

EXHIBIT 5

CERTIFICATION FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

1. Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Bidder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Bidder's commitments under section 202 of Executive Order 11246

of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Bidder's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Bidder will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Bidder will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Signature of Duly Authorized Agent

Date

Print Name: _____

Title: _____

EXHIBIT 6

NOTICE

Attached are alternative Affidavits related to Personal Property Taxes as is required by ORC § 5719.042 for every competitive bid contract awarded by Ohio public agencies.

6. The first Affidavit is to be completed if there is **no liability** for delinquent Property taxes in Summit County.

-OR-

7. The second Affidavit is to be completed only if there **are outstanding, delinquent** Property taxes in Summit County.

STATE OF _____)
) ss
COUNTY OF _____)

**AFFIDAVIT OF NON-LIABILITY FOR DELINQUENT PERSONAL PROPERTY
TAXES
OHIO REVISED CODE 5719.042**

I, _____, being first duly sworn, do hereby state that at the time this Bid was submitted, Affiant was not charged with any delinquent personal property taxes on the general tax list of personal property of the County of Summit, Ohio.

Further affiant sayeth naught.

Signature of Affiant

Title

Sworn to and subscribed before me this _____ day of _____,
201__.

Notary Public

STATE OF _____)
) ss
COUNTY OF _____)

**AFFIDAVIT OF LIABILITY FOR DELINQUENT PERSONAL PROPERTY TAXES
OHIO REVISED CODE 5719.042**

I, _____, being first duly sworn, do hereby state as follows:

1. That at the time the Bid was submitted, Affiant was charged with delinquent personal property taxes on the general tax list of personal property of the County of Summit, Ohio;
2. That the amount of such due and unpaid delinquent taxes is \$_____ and that the amount of the due and unpaid penalties and interest is \$_____. The total delinquent taxes, penalties and interest is \$_____.

Further affiant sayeth naught.

Signature of Affiant

Title

Sworn to and subscribed before me this _____ day of _____,
201__.

Notary Public

EXHIBIT 7

STATE OF _____)
) ss
COUNTY OF _____)

AFFIDAVIT OF NON-COLLUSION

I, _____, first being duly sworn, do hereby state as follows:

1. That Affiant is acting on behalf of _____ (Bidder) and holds the title of _____;
2. That Affiant, on behalf of Vendor, further says that the Bid submitted herein is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation;
3. That such Bid is genuine and not collusive or sham;
4. That Affiant, on behalf of Vendor, is the only person(s) interested in the profits of any Contract which may result from the herein contained Bid.
5. That Affiant, on behalf of Vendor, has not directly or indirectly sought by agreement, communication or conference with anyone to fix the price of any bidder, or to fix any overhead, profit or cost element of such bid price or that any other bidder, or to secure any advantage against the Summit County Children Services;
6. That said Vendor is made without any connection or interests in the profits with any other person making any other Bid for said work.
7. That said Bid is, in all respects, fair and made without collusion or fraud.
8. That no member of **Summit County Children Services** is directly or indirectly interested therein; and all statements made in this Bid are true.

Further affiant sayeth naught.

Signature of Affiant

Title

Sworn to and subscribed before me this _____ day of _____, 201__.

Notary Public

EXHIBIT 8

AGREEMENT TO SPECIFICATIONS FORM

VENDOR NAME: _____

ITB – FIC Carpet and Flooring Replacement 2018

On behalf of the above-named Vendor, I certify that I am a duly authorized agent of Vendor with the authority to bind the Vendor to the terms and conditions set forth in this ITB. I further certify that Vendor accepts each and every clause in this ITB without exception. By signing below, I indicate Vendor's acceptance of each and every request, mandate, expectation and requirement set forth in the ITB, and will comply with same without exception.

Signature of Duly Authorized Agent of Vendor

Date

Print Name: _____

Title: _____

****Original must be signed in BLUE ink.***