



June 24, 2025

**INVITATION TO BID FOR
BEDS, CRIBS, MATTRESSES,
& RELATED ITEMS**

**TWO COPIES OF THE SEALED BID
ARE DUE JULY 31, 2025 AT
12:00PM, LOCAL TIME**

Summit County Children Services Board
264 South Arlington Street
Akron, Ohio 44306

**BIDS WILL BE OPENED AND PUBLICLY READ
July 31, 2025 at 12:00PM, Local Time.**

4504 ITB - Purchase of Beds Cribs Mattresses 2025

**LEGAL ADVERTISEMENT
NOTICE TO BIDDERS**

Sealed bids will be opened and publicly read on **July 31, 2025 at 12:00PM local time**, at Summit County Children Services (SCCS), located at 264 South Arlington Street, Akron, OH 44306, as authorized pursuant to Summit County Children Services Board of Trustees **Resolution 01-2025-28/A** for:

A three (3) year contract with the option to extend the contract for two (2) additional one (1) year terms for the purchase, delivery, and (optional) set up of twin beds, full beds, cribs, toddler beds, bunk beds, and mattresses and drawer chests and sofas for children served by Summit County Children Services. The estimated annual expenditure on these items is \$150,000. However, this amount is contingent on the receipt of donated funds and may vary significantly over the contract period.

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 8:30AM and 4:30PM, Monday through Friday, beginning on **June 24, 2025** through noon on **July 31, 2025**.

TWO COPIES OF THE SEALED BID AND ALL NECESSARY DOCUMENTS must be received no later than **12:00PM local time on July 31, 2025** at Summit County Children Services, 264 South Arlington St., Akron, Ohio 44306 and shall be addressed to **Traci Foley, Department Director of Placement Services**. Bids received after that time will not be accepted.

All questions pertaining to the Bid MUST be received by SCCS to the attention of Traci Foley, Department Director of Placement Services via e-mail to FoleyT@summitkids.org and received no later than 4:00PM on **July 10, 2025**. To ensure you receive responses to your questions that have been emailed, you are asked to register your interest in bidding by emailing Traci Foley, Department Director of Placement Services at FoleyT@summitkids.org. Registration of interest will be accepted until 4:00PM on **July 10, 2025**. Please title the subject of your email "Registration of Interest for Beds and Mattresses ITB." SCCS cannot be responsible for providing responses to those who have not registered.

SCCS reserves the right to reject all bids.

Summit County Children Services
Jonathon Hart, Esq.
Senior Legal Counsel

To be advertised: **June 24, 2025** via Akron Beacon Journal (ABJ) and www.summitkids.org.

Electronically Sent to ABJ on **June 17, 2025**.

BID INFORMATION

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 children it serves, SCCS is accepting competitive sealed bids from vendors of beds, cribs, mattresses, and related items. SCCS purchases twin beds, full beds, cribs, bunk bed sets, rollaway beds, individual mattresses, pack-and-plays, vinyl mattress covers, and related items on an as-needed basis for children in its care.

In 2024, SCCS purchased the following approximate numbers of beds, cribs, and mattresses:

- Twin beds (inclusive of bed frame, box spring, and mattress): 149
- Queen beds: 1
- Full-size beds: 22
- Cribs (with mattress): 92
- Bunk beds (with mattresses): 33
- Toddler beds (with mattress): 29
- Pack-and-plays: 46

In addition, SCCS occasionally has the need for other items, such as twin or full-sized mattresses only, sofas, chests, or vinyl mattress covers, etc.

The estimated annual budgeted amount for these items is approximately **\$150,000** per year. However, portions of this budget are reliant upon donated funds and the amount of available funding may fluctuate significantly.

SCCS seeks to enter into a contract for the purchase and delivery (and optional set up) of beds, mattresses, and related items for a three (3) year term, with the option to extend for two (2) additional one-year terms, at the sole discretion of SCCS and subject to available funding.

Further information on delivery and setup (as optional) requirements, specifications for beds and cribs, and other considerations are detailed herein. Vendors should carefully read each and every provision of this Invitation to Bid (ITB). Questions may be submitted to the Contact Person identified in Section II of this ITB.

II. CONTACT PERSON

Traci Foley
Department Director of Placement Services
Summit County Children Services
Phone: 330-379-1871

Email: FoleyT@summitkids.org

III. TENTATIVE SCHEDULE OF EVENTS

Important Dates and Times

Invitation to Bid Issued

June 24, 2025

(ABJ and www.summitkids.org)

Register Interest

by 4:00PM EST **July 10, 2025**

via e-mail to FoleyT@summitkids.org

Deadline for Questions

by 4:00PM EST **July 10, 2025**

via e-mail to FoleyT@summitkids.org

2 Copies of Sealed Bids Due

at or before 12:00PM EST **July 31, 2025**

(264 S. Arlington St., Akron, OH 44306)

Bid Opening

at 12:00PM EST **July 31, 2025**

(264 S. Arlington St., Akron, OH 44306)

Estimated Contract Start Date

September 16, 2025

A. **Registration of Interest and Questions:** To ensure receipt of responses to questions that have been e-mailed to SCCS by other Vendors, Vendors are asked to register interest in bidding by e-mailing Traci Foley, Department Director of Placement and Permanency Planning, at FoleyT@summitkids.org. Registration of interest will be accepted until 4:00PM on **July 10, 2025**. Registrations of Interest are optional but strongly encouraged. Vendors who do not submit a Registration of Interest will not receive copies of answers to questions submitted by other Vendors. All questions regarding the ITB MUST be in writing and emailed to Traci Foley, Department Director of Placement and Permanency Planning, at FoleyT@summitkids.org on or before 4:00PM local time on **July 10, 2025**. SCCS will not respond to questions received after this deadline.

B. **Bid Submission:** Sealed bids MUST be received by SCCS *at or before* 12:00PM EST on **July 31, 2025**. Bids may be submitted in person or by mail to:

Summit County Children Services
ATTN: Traci Foley
Department Director of Placement Services
264 S. Arlington St.
Akron, Ohio 44306

Bids may NOT be delivered via facsimile or any other electronic means. Hand delivery may take place only during normal business hours of 8:30AM to 4:30PM

Monday through Friday, prior to the Bid Submission Deadline of 12:00PM EST on **July 31, 2025**. Bids should be labeled "Bid for Purchase of Beds and Mattresses."

- C. **Untimely Bids:** Any bid received after the submission deadline will be automatically rejected and will NOT be opened. Vendor assumes the risk for any delay caused by any chosen delivery method. 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. Weather-related delays are not an excuse for untimely bids. Requests to modify or withdraw a bid after the Bid Submission Deadline will not be considered.
- D. **Reservation of Rights:** SCCS reserves the right to reject any or all bids without penalty. SCCS reserves the right to issue amendments or addenda to this ITB at any time. All dates, including the deadline for submission of bids, are subject to change at the sole discretion of SCCS. SCCS shall not be responsible for costs incurred by Vendors for bid preparation.

V. DEFINITIONS

- A. **Bidder:** As used in this ITB, the organization, entity, or individual who submits a Bid in response to this ITB. Used interchangeably with "Vendor" or "Provider" throughout this ITB.
- B. **Vendor:** As used in this ITB, the organization, entity, or individual who submits a Bid in response to this ITB. Used interchangeably with "Bidder" or "Provider" throughout this ITB.
- C. **Invitation to Bid ("ITB"):** This document, inclusive of any and all attachments, exhibits, addenda, or amendments.
- D. **Bed:** As used in this ITB, "bed" is inclusive of a bed frame, box spring, and mattress.
- E. **Crib:** As used in this ITB, "crib" is inclusive of the crib and mattress. Cribs should be full-sized, with interior dimensions of 28^{5/8}" in width and 52^{3/8}" in length. In accordance with federal regulation, SCCS will accept variances of up to 2" in these dimensions.

VI. BID REQUIREMENTS AND SPECIFICATIONS

- A. **Orders:** SCCS places separate orders for beds, cribs, mattresses, and other miscellaneous items (pack-and-plays, vinyl mattress covers, sofas, chests, etc.) as needed for each family. Therefore, the Vendor must be able to accommodate individual small orders. Orders may be for a sole bed, crib, or accessory, or for multiple beds, cribs, or accessories, depending upon the size and the needs of the family.

- B. Delivery (and Optional set up):** The Vendor must provide delivery of beds, cribs, pack-and-plays, etc. within Summit County, Ohio. Deliveries must be made directly to the client or caregiver's home. Deliveries cannot be made to SCCS. SCCS desires a maximum delivery time of 24-48 hours from placement of an order to minimize the amount of time that children go without a bed. For that reason, Vendor must have a sufficient quantity of beds, cribs, bunk beds, mattresses, pack-and-plays, etc. on hand/in stock to complete delivery within 24-48 hours (including weekends but excluding holidays). Optionally, Vendor would also be able to assemble/set up beds and cribs in the family or caregiver's home. **SCCS requires that delivery be included in the cost of the beds within 35 miles of the Vendor's location. Between 35-85 miles, SCCS agrees to pay a delivery surcharge up to \$50.00 per delivery.** SCCS may occasionally place orders for locations in counties contiguous to Summit County (i.e., Cuyahoga County, Portage County, Stark County, etc.).
- C. Background Checks and Confidentiality:** The work contemplated in this ITB requires that Vendor's employees will interact with families served by SCCS when delivering and assembling beds. Therefore, Vendor's employees must undergo and successfully pass a criminal background check, including Ohio Bureau of Criminal Investigation (BCI) records and Federal Bureau of Investigation (FBI) records. Background checks shall be completed at Vendor's expense. SCCS reserves the right to request copies of criminal background checks completed on Vendor's employees. The successful Vendor will be required to certify that it has completed a comprehensive background check on all employees who will provide services pursuant to any Agreement arising from this ITB. Additionally, due to the sensitive nature of the work performed by SCCS, the successful Vendor will be required to agree to certain confidentiality standards as part of the contract resulting from this ITB.
- D. Condition of Goods:** All beds, cribs, mattresses, frames, box springs, and other goods which Vendor proposes to provide to SCCS in its Bid response **must** be in brand new, unused, "out of the box" condition. SCCS will not accept used or refurbished products. All beds, cribs, equipment, mattresses, frames, box springs, and other goods provided under this Agreement must be safe and structurally sound.
- E. Defects:** SCCS will not accept items with manufacturer's defects. Vendor shall inspect items for defects prior to delivery to ensure that SCCS clients receive items free from defects. If there are latent defects in the product which are not discovered until after delivery and/or setup, Vendor must replace said defective product with a brand new, unused, "out of the box" product which is free from defects. SCCS will not accept products that have been recalled by their manufacturers.
- F. Crib Safety Standards:** All cribs must meet federal safety requirements promulgated by the U.S. Consumer Product Safety Commission effective March 24, 2014. This includes compliance with all applicable provisions of ASTM F 1169-13, "Standard Consumer Safety Specification for Full-Sized Baby Cribs," which is incorporated

herein by reference. More information about these requirements may be found in the Federal Register, 16 CFR Parts 1219 and 1220, "Full-Size Baby Cribs and Non-Full-Size Baby Cribs: Safety Standards; Revocation of Requirements; Third Party Testing for Certain Children's Products; Final Rules." Cribs that do not conform to these safety standards will be deemed non-conforming and will result in rejection of Vendor's bid as non-responsive.

- G. **Warranties:** If the bed, crib, mattress, or other good which Vendor proposes to provide to SCCS is covered by a manufacturer's or other warranty, Vendor shall provide information regarding the terms and conditions of said warranty as a part of Vendor's Bid Response. Also, see Contract Terms and Conditions below.
- H. **Cost, Insurance, and Freight:** Vendor shall be responsible for all costs associated with shipment/freight and insurance of goods provided pursuant to any Agreement arising out of or resulting from this ITB. Vendor shall retain all liability for damage or loss of goods unless and until the goods are delivered to the client's home and installed as requested and directed by SCCS. SCCS shall not be responsible for loss of or damage to goods under any circumstances.

VII. THE BID RESPONSE

- A. **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. Bids should be organized, easy to read, and contain all of the information required below. Missing, ambiguous, or incomplete items may result in rejection of a Bid.

<u>Section</u>	<u>Title</u>
1	Company Summary
2	Proof of Insurance
3	Bid Pricing Form
4	Warranties and Brochures
5	Exhibits

- B. **Instructions** - Instructions relative to each section of the Bid Response are defined 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 Vendor should provide a brief narrative outlining its background and include the following information:
 - a) Name of Company as registered with the State of Ohio
 - b) How long the company has been in business;
 - c) A brief description of the company;
 - d) Company size and organizational structure, including whether the company is a franchise;
 - e) Type of company (corporation, LLC, partnership, sole proprietorship, etc.);

f) Any service or other awards won by the company.

2. Section 2: Proof of Insurance. Vendor shall supply Certificates of Insurance demonstrating levels of coverage as required in the below terms and conditions. Summit County Children Services and the County of Summit shall be named as additional insureds on Vendor's Commercial General Liability and Umbrella policies. Vendor shall also supply a copy of its Ohio Bureau of Workers' Compensation Proof of Premium Payment certificate. **Failure to provide Proof of Insurance as required herein may be cause for rejection of Vendor's bid.**
3. Section 3: Bid Pricing Form. Vendor shall complete both pages of EXHIBIT 1 to this ITB and include it as Section 3 of Vendor's Proposal. **THIS DOCUMENT MUST BE SIGNED IN BLUE INK BY A PERSON WITH AUTHORITY TO LEGALLY BIND THE COMPANY.**
4. Section 4: Warranties and Brochures. Copies of warranties pertaining to the beds, cribs, and mattresses which Vendor proposes to provide to SCCS shall be included in this section, if applicable. Vendors may also choose to provide brochures or promotional materials pertaining to the beds, cribs, mattresses, etc.
5. Section 5: Exhibits. In order for a bid to be considered complete, the following Exhibits to this ITB must be completed **in full**, including notarization where required, and included as Section 5 of the Bid Package.
 - a) EXHIBIT 2 – EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE
 - b) EXHIBIT 3 - CERTIFICATION FOR NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
 - c) EXHIBIT 4 - PERSONAL PROPERTY TAX AFFIDAVIT
 - d) EXHIBIT 5 - AFFIDAVIT OF NON-COLLUSION
 - e) EXHIBIT 6 – ETHICS CERTIFICATION
 - f) EXHIBIT 7 – NOTICE OF NONDISCRIMINATION IN EMPLOYMENT

VIII. COMPENSATION

SCCS projects an allocation of funds in an amount not to exceed **One Hundred Fifty Thousand Dollars (\$150,000.00) annually** for the purchase and delivery of beds, cribs, mattresses, and other items as specified in this ITB. However, this funding is dependent upon donations and government appropriations, and therefore may fluctuate over the projected contract term. Selection of a vendor and purchase of the beds, cribs, mattresses, and other items as requested and specified herein is fully contingent on the ability of SCCS to appropriate said funding. SCCS reserves the right to reject all Bids in the event of loss of funding or to terminate any contract resulting from this ITB in the event of loss of funding. SCCS does not guarantee that Vendor will receive the full amount of funds allocated for this Project. By submitting a Bid in response to this ITB, Vendor acknowledges and agrees that funding for this project is subject to change.

SCCS will pay Bidder for the beds, cribs, mattresses, and other items requested and

specified herein in an amount that may be less but shall not exceed the quote provided by the lowest qualified Bidder. Following 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 SCCS' approval and acceptance of goods and services provided. SCCS agrees to make reasonable efforts to process payment for approved invoices in a reasonable time (generally 30 days) following delivery and acceptance of the equipment, but in no event shall SCCS be liable for technological or other processing errors in the County of Summit's fiscal processing systems.

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.

IX. GENERAL INFORMATION

A. **Communication Prohibition** – From the issuance of this ITB until the bid opening, there may be **no** communications concerning the ITB between any person, organization, or other business entity submitting a Bid and members of the SCCS Board of Trustees, the Review Committee, or any staff member of SCCS 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 exception to this prohibition on communication are as follows:
 - a. To register interest as detailed above;
 - b. Communications with the identified contact herein during the ITB Question and Answer period;
 - c. 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. 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. Bids may not be withdrawn after the Bid Submission Deadline. All Bids shall remain open and valid for a period of not less than sixty (60) days from the Bid Submission Deadline.

2. A submitted Bid may be withdrawn by written request prior to the ITB submission deadline.
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, the contracting authority may negotiate with the Vendor whose Bid is ranked the next lowest 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. SCCS reserves the right to negotiate the scope of work and costs on bids and to request Vendors to submit a best and final offer.
6. SCCS reserves the right to modify the scope of the 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, or decreases or increases in demand for services if the foregoing were unforeseen at the time of the ITB and the modifications are related to the original purpose of the ITB.
7. SCCS may, at its sole discretion, waive minor errors or omissions in any ITB.
8. SCCS reserves the right to request 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. **The contents of the ITB and commitments in the Bid shall be considered contractual obligations for Vendor. Acceptance of the Bid will bind the Vendor to provide goods at the Bid price and in accordance with the conditions of the ITB and accepted Bid. SCCS reserves the right to reject any Vendor who disclaims or refuses to comply with the terms and conditions of this ITB.**
2. Vendor's Bid becomes binding on Vendor upon submission of the ITB subject to SCCS acceptance. All Bids shall remain open and valid for a period of not less than sixty (60) days from the Bid Submission Deadline.
3. SCCS will not be contractually bound until and unless a written agreement has been fully executed.
4. 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.
5. If the successful Vendor refuses or fails to execute the contract, SCCS may award the contract to another Vendor that submitted a Bid that complies with all the requirements of the ITB and any Addenda thereto and is the next lowest and best qualified.

X. BID OPENING, RECOMMENDATIONS, AND BID CONDITIONS

- A. Bids shall be submitted sealed, shall be signed by the Vendor, and shall contain the full name and principal place of business address of the person or entity submitting the Bid.
- B. Bids shall comply in all substantial respects with the terms of the ITB, the specifications, and Summit County ordinances.
- C. An authorized representative of SCCS will receive and open bids timely received. Such authorized representative will make recommendations and submit them with the bids to the SCCS Executive Director.
- D. Upon receipt of bids, the SCCS Executive Director may make further recommendations and may transmit the bids, recommendations, and the cost estimate to the SCCS Board of Trustees for consideration.
- E. All permits, licenses, certificates of inspection, etc. (if any) relating to the performance of a contract arising from this ITB must be provided to SCCS prior to contract execution.
- F. Successful Bidders must furnish to SCCS not fewer than ten (10) days prior to commencement of services a photocopy of an unexpired State of Ohio Bureau of Worker's Compensation Certificate of Premium Payment in the name of the successful Bidder.
- G. A "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to Ohio Revised Code Section 5719.042 before an award can be made.
- H. Relative to a contract arising from this ITB, the successful Bidder will indemnify and hold harmless SCCS, its officers, agents, employees, and Board of Trustees, and the County of Summit and its officers, agents, and employees from and against

all suits or claims that may be based upon (whether foreseen or unforeseen) any injury or death to any persons or damage to property arising out of an error, omission, willful misconduct, or negligent act of the Bidder, its officers, employees, subcontractors, and/or agents associated with services and responsibilities encompassed herein; and the Bidder will, at its own expense, defend SCCS, its officers, agents, employees, and Board of Trustees and the County of Summit and its officers, agents, and employees in all litigation and pay all attorney's fees (for counsel retained by SCCS), damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith; and the Bidder will, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against SCCS, its officers, agents, employees, and Board of Trustees and the County of Summit and its officers, agents, and employees pursuant to such litigation.

- I. The successful Bidder must furnish SCCS with a taxpayer identification number. The Internal Revenue Code requires the County of Summit to file an information return by January 31st of the following year on all payments made to another person of \$600.00 or more. Section 3406 of the Internal Revenue Code (26 U.S.C. 340(6)) requires the County of Summit to withhold at the legally set rate if a payee fails to furnish a correct taxpayer identification number, and the back-up withholding requirements continues until the requested information is received.
- J. The Vendor, its employees, agents, representatives, and any other party working on its behalf (including subcontractors), shall comply with all applicable terms of the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. and any applicable related regulations, including, but not limited to, those stated in 29 CFR 1910.01-1910.1450, as amended, and 29 CFR 1926.1-1926.1152, as amended, and shall comply with all applicable terms of Ohio Revised Code Chapter 4167, as amended, and any applicable related regulations under the Ohio Administrative Code, as amended. This compliance shall include, but shall not be limited to, at a minimum, providing all employees working on the project with the necessary training before the work is performed and providing all safeguards, safety devices, and protective equipment. The Bidder further shall take any and all other actions reasonably necessary to protect the life and health of employees of the Bidder and of SCCS and to protect property in connection with the performance of the work under this agreement.

XI. AWARDS

SCCS shall examine bids to determine compliance with this ITB and any applicable County ordinances, and may award a contract to the lowest and best responsive and responsible bidder. A bidder shall be considered responsive if his 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 Bidder 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. SCCS may waive nonmaterial irregularities, omissions, or variations in any bid. SCCS reserves the right to reject any and all bids.

Notice of Award: SCCS will make reasonable efforts to notify both the successful bidder and unsuccessful bidders of which vendor is receiving the contract award.

Formal Protest:

Timeliness: Unsuccessful bidders who wish to formally protest the contract award may file a timely objection. To be considered timely, the protest must be filed no later than fifteen (15) calendar days after notice of award.

Protest Requirements: Award protests must be made in writing and contain all the following information.

- i. The name, address, telephone number, and e-mail address of the protestor;
- ii. The title of the ITB or RFP at issue;
- iii. A detailed statement of the legal and factual grounds for the objection, including citations to legal authorities, and copies of any relevant documents;
- iv. A statement as to the form of relief requested from SCCS;
- v. Any other information the objector believes to be essential to the determination of the factual and legal questions at issue.

Protest Response: SCCS will respond to a timely protest within fourteen (14) business days. SCCS reserves the right to proceed with the contract award despite the existence of a protest.

XII. 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/SCCS or has been debarred by the County from consideration for contract awards.

XIII. WITHDRAWAL OF BIDS

No bid will be allowed to be withdrawn after it has been deposited with SCCS, except as provided by law or herein.

XIV. REJECTION OR ACCEPTANCE OF BIDS

SCCS reserves the right to reject any and all bids, and any part or parts of any bid, and also the right to waive any informality in a bid. SCCS has a right to hold bids for up to sixty (60) days. In awarding a contract, SCCS has the right to consider all elements in determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind may be rejected. SCCS is not liable for any Bid preparation expenses bidder incurs. SCCS reserves the right to reject the Bid of any Vendor who violates the Communication Prohibitions articulated herein. SCCS will not be contractually bound until and unless a

formal written agreement has been fully executed.

XV. CONDITIONS AND RESTRICTIONS

- A. Implied Requirements. All services which are not specifically mentioned in this Bid, but which are necessary to provide the functional capabilities described by a Bidder, will be included in the bid.
- B. Bidder-supplied Materials. Any material submitted with a bid will become the property of SCCS unless otherwise requested at the time of submissions. Any material that is to be considered as confidential in nature must be so marked. Bids and related materials are subject to the requirements of the Ohio Public Records Act (Ohio Revised Code section 149.43).
- C. Optional Features. Bids may contain descriptions of options or alternatives which may be available to SCCS. These descriptions must clearly identify such items as options and indicate any cost impact. Base costs provided in Bids are to exclude costs of such options. The cost section of each Bid should identify, itemize separately, and provide actual cost impact of such options.
 - 1. Delivery of all items purchased is integral to this ITB. However, set up of such purchased items is an optional aspect. Vendors may provide information on the additional cost to set up each of the purchased items.
- D. Invitation to Bid 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.
- E. Acceptance of Terms. All the terms and conditions set forth throughout this ITB are deemed to be accepted by the Bidder and incorporated in its Bid.
- F. Cost of Preparing Bid. SCCS is not liable for any costs incurred by Bidders in the preparation of Bids submitted in response to this Invitation to Bid.
- G. Exception to Bid Request Specification - It is intended that the Bid specifications describe the requirements and response format with sufficient detail to secure comparable information. However, a Bidder is not precluded from submitting information, which differs from the described specifications. If such information is in the interest of SCCS, it will be considered. However, SCCS is not required to consider Bids that do not conform to the requirements of this ITB and may reject any and all Bids that take exception to the terms and conditions included herein. Such exceptions must be clearly communicated to SCCS by the Bidder.

XVI. DISADVANTAGED BUSINESS PREFERENCE

Disadvantaged Business Preference. In determining the low bid for supplies, commodities, materials, equipment, furnishings or general services, and the construction, repair or renovation of public buildings or improvements, SCCS shall exercise a preference for bids from disadvantaged businesses as provided herein.

- 1. 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 thirty thousand dollars (\$30,000.00), whichever is less.

2. Preference shall not apply as provided in this section where prohibited by State or Federal law or regulation.
3. Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
 - A. "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 intellectually disabled and developmentally disabled located within the State of Ohio.
 - B. "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 as provided in subsection (b)(3)A. hereof, 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 limited liability company, at least fifty-one percent (51%) of each of the following must be members of an economically disadvantaged group: the members and the principal executive officers. 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.
 - C. "Minority" means an individual who is a member of one of the economically disadvantaged groups identified in Section 122.71 of the Ohio Revised Code.
 - D. "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 an impairment, or individuals regarded as having such an impairment.
 - E. "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.
4. 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 the 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 the Executive 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.

5. 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.
6. Penalty. Whoever violates subsection (b)(5) hereof, 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 subsection (b)(5) hereof, shall forfeit to the County a sum not less than the amount of their bid and shall be debarred from contracting with the County for eight (8) years.

All preferences applied under this Section shall only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall all preference granted under this Section cumulatively exceed a maximum of thirty thousand dollars (\$30,000.00).

(Ord. 2000-202. Adopted 5-22-00; Ord. 2015-436. Adopted 10-26-15; Ord. 2017-448. Adopted 10-30-17.)

XVII. TAXES

SCCS is exempt from all sales, excise, and transportation taxes, except State of Ohio gasoline tax. The unit prices for bid shall exclude all such taxes, and will be so construed.

XVIII. EXAMINATION OF SPECIFICATIONS

The Bidder is required to carefully read the bid specifications so as to become familiar with the purchase of goods/services being sought in this ITB. Failure to read or notice any provision of this ITB is not an excuse for a defect in timely submission of a bid, bid format, or bid specifications. By submitting a Bid in response to this ITB, Bidder is acknowledging that they have read each and every term and condition of this ITB and agree to comply with the same.

XIX. EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLIANCE

The successful bidder must furnish documentation complying with State of Ohio and

federal laws relating to discrimination and equal employment opportunity as outlined in the specifications on included forms. Questions relating to EEO requirements should be directed to Summit County EEO Compliance Administrator.

XX. CONTRACT TERMS AND CONDITIONS

The following terms and conditions will be incorporated into the contract resulting from this Invitation to Bid.

- A. Licenses - All licenses required by the state of Ohio and/or Vendor's state, if any, which are necessary to perform the services herein must be obtained prior to executing this Agreement.
- B. Implied Requirements - All services/products/materials/equipment which are not specifically mentioned in this Agreement, but which are necessary to provide the functional capabilities/services/products/repairs/replacements to be provided herein, will be included in this Agreement.
- C. Warranties - In the event that product(s) purchased from Vendor malfunction, break, or are otherwise defective, Vendor shall assist SCCS in determining whether such product(s) are covered by a warranty and shall assist SCCS in pursuing a warranty claim or return of such product(s). Vendor's performance under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement, and without any material defect. All warranties are in accordance with Vendor's standard business practices. Products purchased from Vendor are merchantable and fit for the particular purpose described in this Agreement and will perform substantially in accordance with its user manuals, technical materials, and related writings. Products purchased from Vendor comply with all governmental, environmental, and safety standards. Vendor has good and marketable title to any product delivered under this Agreement for which title passes to SCCS. If any work of Vendor or any product herein fails to comply with these warranties, and Vendor is so notified, Vendor will correct such failure in a commercially reasonable time. If Vendor fails to comply, Vendor will refund the amount paid for such product/service. Vendor will also indemnify SCCS for any direct damages and claims by third parties based on breach of these warranties. Any other express warranties offered by Vendor shall be a minimum of one year or Vendor's standard warranty, whichever is longer.
- D. 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 will 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 will 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 will 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 will be disqualified

from assignment to SCCS. Child Welfare History: Provider employees providing services under this Agreement shall not have history as a client of SCCS or any substantiated or indicated history as the perpetrator of child abuse or neglect in any county.

- E. Indemnification - The Vendor and any Vendor staff member/agent providing services pursuant to this Agreement agree to 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, or willful or negligent act of the Vendor or its staff, officers, employees, agents, or subcontractors; and Vendor will, at its own expense, defend SCCS and Summit County and their respective officers, agents, employees, and Board of Trustees in all litigation and pay all attorney fees, damages, court costs, and other expenses arising out of such litigation or claims incurred in connection therewith; and Vendor will, 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.
- F. 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 from the error, omission, negligence, or willful misconduct of Vendor and/or its officers, employees, agents, and/or any Vendor staff member/agent providing services hereunder. In the event Vendor and/or any Vendor staff member providing services hereunder negligently or willfully causes SCCS, a client of SCCS, a child under the care of SCCS, or a foster parent any damage, injury, or death, this Agreement will terminate immediately. SCCS may pursue appropriate legal action to protect its rights in law or in equity.
- G. Compliance with All Laws - Vendor will comply with all applicable provisions of local, state, and federal laws and regulations.
- H. Claims for Breach of Contract - Vendor agrees that any claim or lawsuit against SCCS relating in any way to services provided hereunder must be filed no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. Vendor waives any statute of limitations to the contrary.
- I. Nondiscrimination - Vendor and its employees, agents, and/or subcontractors will not discriminate in any manner in the performance of this Agreement by reason of race, color, religion, sex, age, national origin, sexual orientation, or disability and will comply with all federal, state, and local anti-discrimination laws, and any related applicable rules, regulations, and Executive Orders. Vendor 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 Vendor and all employees, agents and/or subcontractors must state that Vendor or subcontractor is an equal opportunity employer.
- J. News Media - Vendors 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 or her representative is the only authorized spokesperson for SCCS.

- K. Successors and Assigns - SCCS and Summit County and Vendor 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 herein.
- L. Severability - This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, all other provisions of this Agreement remain binding and fully enforceable. Each provision herein is independent.
- M. Governing Law - This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings arising under this Agreement will 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.
- N. Notice - Any notices to be given under this Agreement 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 will be sent to the addresses appearing in the introductory paragraph of this Agreement. Notices to SCCS should be specifically addressed to the attention of **Traci Foley, Department Director, Placement Services**. 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. Independent Contractor - It is mutually understood and agreed that it is the intent of the parties that Vendor, Vendor's employees, independent agents, and contractors are independent contractors and are under the sole direction and control of Vendor, and SCCS will make no contributions to the public employees retirement system for the services provided herein. Vendor will perform duties under this Agreement as an Independent Contractor, not a public employee or agent of SCCS and shall make no representations to the contrary. Vendor also agrees that, as an independent contractor, Vendor assumes all responsibilities for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Vendor agrees that it is an independent contractor for all purposes including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the Federal Insurance Contribution Act, provisions of the Internal Revenue Code, Ohio Tax Law, Workers Compensation Law, and Unemployment Insurance Law. Vendor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Vendor becomes disqualified from conducting business in Ohio, for whatever reason, Vendor must immediately notify SCCS of the disqualification and Vendor will immediately cease performance of its obligation hereunder. Vendor agrees it is a "business entity" as defined by the Ohio Revised Code and Ohio Administrative Code and has five or more employees.
- P. No Joint Venture or Partnership - Nothing contained in this Agreement shall be construed to be or to create a joint venture or partnership between SCCS and Vendor. The relationship of Vendor to SCCS under this Agreement is that of an independent contractor.

- Q. Insurance - Vendor will purchase and maintain for the term of the Agreement insurance of the types and amounts described below and provide to SCCS on or before the effective date of this Agreement, written proof of compliance with the insurance requirements described below, including if requested by SCCS, certified copies of all insurance policies- SCCS may request such written proof or certified copies from time to time as determined in its sole discretion:
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, including 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. Professional Liability insurance responding to claims of acts, errors, or omissions and professional liability arising from or connected with Vendor's performance of its duties and responsibilities under this Agreement, and that of any employee or agent of Vendor, or their failure to perform services in accordance with this Agreement. Said insurance will have limits of not less than Two Million Dollars (\$2,000,000) aggregate.
 3. Worker's 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.
 4. Commercial Auto Liability insurance with limits of liability of not less than Two Million Dollars (\$2,000,000), combined single limit bodily injury and property damage, including hired and non-owned, and uninsured and underinsured motorists coverage at full policy limits, and the fellow-employee exclusion deleted. All drivers for Vendor will be properly licensed.
 5. All insurance hereby required of Vendor will respond to liability asserted against Vendor, its employees, volunteers, and board members, and any subcontractor, board member, volunteer, agent, or employee of Vendor that performs services for SCCS under this Agreement.
 6. Except for Workers' Compensation insurance, all insurance herein required of Vendor will be endorsed to provide, and all insurance certificates will include a statement that the insurance covered by the certificate will not be cancelled, materially altered, or non-renewed with fewer than thirty (30) days prior written notice to SCCS. Vendor will provide SCCS with 30 days advance written notice of policy cancellation, non-renewal, reduction of limits or material modification.
 7. SCCS and the County, and their employees, elected and appointed officials, agents and representatives will be included as additional insureds under Vendor's Commercial General Liability insurance policy, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage, and under Vendor's Commercial Umbrella policy, if any; their Commercial General Liability, Commercial Auto Liability, Commercial Umbrella insurance will apply as primary insurance with respect to any other insurance or self-insurance programs afforded to SCCS. There will 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, will be non-contributing.
 8. If Vendor's liability insurance policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage.
 9. All insurance purchased by Vendor as required by this agreement, will be purchased from insurers whose AM Best rating will be "A-, VII" or higher.

10. Vendor will be responsible for any deductibles or retentions existing within the insurance purchased by it.
11. If Vendor fails to maintain the insurance as required herein, SCCS will have the right but not the obligation to purchase said insurance at Vendor's expense.
12. Vendor's failure to maintain the required insurance may result in the termination of this agreement, at SCCS' option, notwithstanding any contradictory provisions in therein.
13. Vendor will require all subcontractors, persons, agents, or independent contractors engaged by 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 Vendor. Upon request from SCCS, Vendor will deliver to SCCS written proof of all such insurance purchased and maintained by all Subcontractors.
14. Vendor will report to SCCS any claim, suit, or other proceeding asserted against or otherwise implicating Vendor or any Subcontractor that, in the reasonable commercial opinion of Vendor, may result in a liability of Vendor or Subcontractor exceeding Five Hundred Thousand Dollars (\$500,000), which notice by Vendor to SCCS will be in writing and sent to SCCS within thirty (30) days of 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.
15. To the extent any insurance purchased by Vendor or a Subcontractor is issued on a claims-made basis, such policy will 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.
16. By requiring insurance herein, SCCS does not represent that coverage and limits will necessarily be adequate to protect Vendor or any Subcontractor, and such coverage and limits will not be deemed as a limitation on Vendor's liability under the indemnities granted to SCCS and others in the agreement.
17. SCCS reserves the right to amend, revise, or otherwise supplement the insurance requirements imposed upon Vendor, and may do so by communicating in writing such amendment or revision to Vendor.
18. Prior to execution of this Agreement, Vendor will 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 policy and Umbrella policy (if applicable).

R. Termination

1. This Agreement will automatically terminate upon the expiration of the term stated herein unless extended by written instrument.
2. SCCS reserves the right to terminate this Agreement for cause or convenience. The Agreement may be terminated, without penalty, as follows:
 - i. By SCCS upon a thirty (30) day written notice for any reason. Notice of such termination will be by a written document, which will be sent by mail or personal delivery at the address specified in the Notice provision of this Agreement. Notice by personal delivery will be deemed delivered at the time of the personal delivery while notice by certified mail will be deemed delivered within forty-eight (48) hours from the postmarked date.
 - ii. Immediately by SCCS in the event of breach of any provision of this Agreement by Vendor.

- iii. Immediately by SCCS if Vendor violates any law or regulation in performing services herein or if Vendor engages in any form of illegal human trafficking or commercial sex acts.
 - iv. After fourteen (14) days if Vendor defaults in meeting its obligations and fails to cure the default.
 - v. Immediately by SCCS, if any of the following should occur: as a result of Vendor's bankruptcy filing by or against Vendor, appointment of receiver to take charge of Vendor's property, or adjudication of Vendor as bankrupt.
 3. In the event of termination, Vendor will immediately stop all work and immediately cause any of its employees, agents and/or subcontractors to cease all work related to this Agreement. SCCS will pay Vendor for all services satisfactorily performed prior to notice of termination.
 4. 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.
- S. Waiver - Failure of either party to insist on performance of any term or condition of this Agreement exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right, or privilege in the future.
- T. Subcontracting – To the extent reasonably necessary for Vendor to perform its duties herein, Vendor may engage the services of any persons/entities (subcontractor), provided that any person providing services herein is legally qualified to do so and has not been convicted of an offense or analog of any offense as listed under Ohio Administrative Code Section 5101:2-5-09. In the event Vendor utilizes a subcontractor to provide services herein, Vendor will enter into a written subcontracting agreement with the subcontractor which contains the same terms, conditions, and covenants contained in the Agreement between Vendor and SCCS. Additionally, the subcontractor will execute a Release stating that subcontractor will hold SCCS harmless from any liability related to the agreement between Vendor and subcontractor, and expressly release SCCS from any responsibility for payment in the event the Vendor fails to pay subcontractor. Vendor will provide a copy of the subcontracting agreement to **Traci Foley, Department Director, Placement Services** upon execution of such an Agreement.
- U. Records, Documents and Information - Vendor agrees that all records, documents, writings, or other information produced by Vendor under this Agreement, and all records, documents, writings or other information used by Vendor in the performance of this Agreement are treated according to the following terms:
 1. All information which is classified as public record under the laws of the State of Ohio or under federal law will be treated as such by Vendor. All information which is classified as confidential under the laws of the State of Ohio or under federal law will be treated as such by Vendor. SCCS reserves the right to determine whether a record is public record or a confidential record.
 2. All information gathered by or divulged to Vendor in the course of providing services hereunder, including, but not limited to information regarding SCCS clients, child abuse/neglect investigations, and prospective foster or adoptive parents will held to be strictly confidential by Vendor. Vendor agrees that it will not use any information, systems (including SACWIS), or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Vendor agrees to be bound by the same

standards of confidentiality that apply to the employees of SCCS and the State of Ohio. The terms of this Section will be included in any subcontracts executed by Vendor for work under this Agreement.

3. All records relating to costs, work performed, and supporting documentation for invoices submitted to SCCS by Vendor will be retained and made available by Vendor for audit by the State of Ohio (including, but not limited to, the Ohio Department of Jobs 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 this Agreement has terminated. If an audit, litigation, or other action is initiated during this time period, Vendor will retain such records until the action is concluded and all issues resolved. Vendor acknowledges that, in accordance with Section 149.431 of the Ohio Revised Code, certain financial records related to the performance of services under this Agreement may be deemed by SCCS to be public records.
- V. Confidentiality - No reports, summaries, information (written or oral), letters, or other documents prepared with respect to this Agreement, clients of, or children in the care of SCCS, or prospective foster or adoptive families will be released without the express written approval of the SCCS Executive Director. Any confidential information gained by Vendor or any Vendor employee, whether or not that confidential information was directly or intentionally communicated, is confidential. If the SCCS Executive Director gives Vendor or any Vendor employee written authorization to make any disclosures, Vendor or Vendor's employee will do so only within the limits and to the extent of that authorization. This provision will survive termination of this Agreement.
- W. Verification of Professional Credentials – As applicable, Vendor hereby attests that individuals/employees providing services under this Agreement possess a current, valid license to provide such contracted services and they meet the standards of the recognized professional licensing/accrediting organization for the relevant discipline. If, at any time during the term of this Agreement, such license is suspended or revoked, SCCS may immediately terminate this Agreement.
- X. Drug Free Workplace - Vendor and its employees will comply with all Ohio laws regarding maintaining a drug-free workplace. Vendor will make good faith efforts to ensure that all its officers, members, employees, agents, representatives, independent contractors, and subcontractors 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 relative to performing services herein.
- Y. Harassment - Vendor's employees will not engage in any sexually harassing or offensive conduct in the work place. 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 messages, internet posts, etc.).

Z. Use of Copyrighted Materials - Vendor warrants that any materials provided by Vendor for use by SCCS pursuant to this Agreement will not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act. Vendor will be solely responsible for ensuring that any materials provided by Vendor for use by SCCS pursuant to this Agreement satisfy this requirement. Vendor agrees to hold SCCS harmless from all liability or loss, including debt or expense for attorneys' fees to which SCCS is exposed on account of Vendor's failure to perform this duty. Vendor further guarantees that it has the right and authority to grant ownership or license. Vendor agrees to hold SCCS harmless from all liability or loss, including debt or expense for attorneys' fees to which SCCS is exposed on account of Vendor's failure to perform this duty.

AA. Headings - The headings in this Agreement are for convenience only, and will not be used to modify, limit, or extend any provision.

BB. Unresolved Findings Of Recovery - Pursuant to Ohio Revised Code § 9.24, Vendor warrants and represents that no unresolved findings of recovery have been issued against Vendor by the Auditor of the State of Ohio.

CC. Conflict of Interest - Vendor warrants that Vendor, its officers, members, and employees do not have any interest, nor will they acquire any interest which is incompatible or in conflict with or which would compromise the discharge and fulfillment of Vendor's duties and responsibilities hereunder, whether personal, professional, direct, or indirect. If Vendor, its officers, members, or employees acquire any incompatible, conflicting, or compromising personal or professional interest, Vendor will immediately disclose such interest in writing to the SCCS Executive Director. If any such conflicting interest develops, Vendor 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.

Vendor 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 standards of conduct; (3) to refrain from conflicts of interest; and, (4) to certify that Vendor complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

DD. Equal Employment Opportunity - Vendor 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.

EE. 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.

FF. Other required provisions – As required by OAC 5101:9-4-07 and as applicable the Parties will comply with the following:

1. Compliance with executive order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by executive order 11375 of October 13,

1967, and as supplemented in DOL regulations (41 C.F.R. chapter 60). This applies to all federally assisted construction contracts.

2. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145) as supplemented by DOL regulations (29 C.F.R. part 3).
3. Compliance with the Davis-Bacon Act as amended (40 U.S.C. 3141 - 3148) as supplemented by DOL regulations (29 C.F.R. part 5). This applies to all construction contracts.
4. Compliance with sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by DOL regulations (29 C.F.R. part 5).
5. Compliance with "Rights to Inventions" clause 37 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
6. Access by the Ohio department of job and family services (ODJFS), the CFSA and the local WIOA area, the federal grantor agency, the comptroller general of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
7. Compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401 - 7671) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 - 1387). This is applicable with any contract in excess of one hundred and fifty thousand dollars).
8. Financial, programmatic, statistical, and recipient records and supporting documents must be retained for a minimum of three years after the submittal of the final expenditure report for the grant or as otherwise provided by any minimum retention requirements specified by applicable state or federal law. If any litigation, claim, negotiation, audit or other action involving the records has started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year period, whichever is later.
9. Certification that a contractor has not and will not use federal funds to pay for any lobbying activities as defined in the Byrd Anti-lobbying Amendment (31 U.S.C. 1352). Certification is required for contractors that apply or bid for an award of one hundred thousand dollars or more.

GG. Illegal Alien Status - Vendor certifies that Vendor 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.

HH. Assignment - No Party may assign this Agreement without the written consent of the other Party. In the event of an assignment by one Party to which the other Party have consented, the assignee or a legal representative will agree in writing to personally assume, perform, and be bound by the covenants, obligations and agreements contained herein. Failure to do so will result in termination of this Agreement. Nothing expressed or referred to in this Agreement will be construed to give any successor any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a permitted assignee pursuant to this paragraph.

- II. Amendments - This Agreement may be amended only by a written Agreement signed by the duly authorized representatives of the Parties.
- JJ. Complete Agreement – This Agreement, inclusive of the **ITB for Beds, Cribs, Mattresses & Related Items issued by SCCS in 2025** and Vendor's Bid Documents, represents the entire Agreement between Vendor and SCCS and will supersede all prior negotiations, representations, and/or agreements, whether written or oral. Where there is a conflict between this document, the ITB, and Vendor's Bid Documents, this document controls, then the ITB, and then Vendor's Bid Documents. No term or provision may be unilaterally modified or amended. Any alteration, variation, modification, or waiver of a provision of this Agreement will be valid only when reduced to writing and duly signed by the Parties to this Agreement. Only the Executive Director of SCCS is duly authorized to execute or modify this Agreement. However, it is agreed by the Parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both Parties and effective as of the date of enactment of the law.
- KK. Survivorship - All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, records, publicity, warranties, and limitations on claims/damages shall survive the termination of this Agreement.
- LL. Force Majeure - Each Party will be excused from performance under this Agreement and will have no liability to any other Party for any period it is prevented from performing any of its obligations as a result of delay caused by an act of God, terrorism, civil disturbance, or any other condition beyond either Party's control.

XXI. SUPPLEMENTARY PROVISIONS

- A. F.O.B. Destination/Acceptance - Vendor must provide Deliverables under this Agreement F.O.B. Destination. The place of destination is SCCS. Cost of the freight must be borne and paid by Vendor. All risk of loss, regardless of the cause, will remain with Vendor until title to the Deliverable passes to SCCS. SCCS will determine whether Vendor provided each Deliverable required in this Agreement and has fully met all work requirements of this Agreement. Title to any Deliverables will pass to SCCS on Acceptance of the Deliverable.
- B. Confidentiality of Data – Vendor agrees to the following:
1. Vendor agrees that all information communicated to Vendor with respect to the information contained in SCCS' computer files, as well as any confidential information gained by Vendor or Vendor's representative by reason of association with SCCS or its associates, whether or not that confidential information was directly or intentionally communicated, is confidential;
 2. Vendor promises and agrees that Vendor shall not disclose any confidential information to any other person unless specifically authorized in writing by SCCS to do so. If SCCS gives Vendor written authorization to make any disclosures, Vendor shall do so only within the limits and to the extent of that authorization;
 3. Vendor shall use commercially reasonable efforts to prevent inadvertent disclosure of any confidential information to any third party by using the same

care and discretion that Vendor uses with similar data Vendor designates as confidential;

4. Vendor must use due diligence to ensure computer systems and services involved in storing, using, or transmitting SCCS data are secure and to protect that data from unauthorized disclosure, modification, or destruction;

5. Vendor agrees to coordinate all access to the SCCS computer network through the SCCS IT Director. If such access is granted, Vendor further agrees that no software or files will be downloaded from or loaded onto the SCCS computer network without prior, express written consent of the SCCS IT Director.

C. Internet E-Mail and Computer Usage Policy – Vendor agrees to the following:

It is the policy of SCCS to maintain the confidentiality of information gathered regarding individuals and families with whom SCCS comes into contact. Only duly authorized persons shall have access to SCCS' computerized information. Unauthorized dissemination of confidential information is prohibited by Section 2151.421 of the Ohio Revised Code. Illegal actions may also be subject to prosecution by local, state, and federal authorities. SCCS' computers and information systems are the property of SCCS. Vendor is not permitted to maintain any information gathered from SCCS' computers on their own personal computer, unless specifically approved in writing by the IT Director. Anyone using SCCS computers is to use honest and appropriate conduct on the Internet and respect the copyrights, software licensing rules, property rights, privacy, and prerogatives of others. Anyone using a SCCS computer shall identify himself or herself honestly, accurately, and completely. SCCS computers must not be used knowingly to violate the laws and regulations of the United States or any other nation or the laws and regulations of any state, city, province, or other local jurisdiction in any material way. SCCS strictly enforces assignment of unique combinations of use ID codes and passwords, and the system supports this policy by limited access to authorized users and recording user ID codes as data is entered by the user. SCCS prohibits the sharing of user IDs or passwords obtained for access to its computer resources. There is no expectation of privacy as to Internet or network usage. SCCS reserves the right, in its discretion, to inspect any and all files stored in "private" areas of the SCCS network in order to assure compliance with SCCS policy. Any software or files downloaded via the Internet or SCCS network become the property of SCCS. Any such files or software may be used only in ways that are consistent with their licenses and/or copyrights. The following practices (without limitation) will be considered unacceptable and at the discretion of SCCS, may result in termination of this Agreement: the display, storage, or distribution of sexually explicit materials; the use of SCCS facilities to download, copy, or distribute copyrighted software or data; unauthorized deletions or changes to SCCS data; use of SCCS internet facilities to deliberately propagate any virus, worm, Trojan horse, or trap door program code; use of SCCS internet facilities to disable or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another use; uploading any SCCS data or software licensed to SCCS without explicit authorization; creating a communication link requiring dial out access from a computer that is also connected to the SCCS network; use of any software not provided or approved by the IT Director; use of any instant messenger; use of any e-mail program other than systems

- authorized by SCCS; attempt to read or ‘hack’ into other systems or logins, ‘crack’ passwords, breach computer or network security measures; attempt to access areas of the network for which Vendor has not received permission to access; monitor electronic filings or communications of employees; use of BIOS password; use of the Internet, e-mail, or electronic systems to promote personal political beliefs, personal business interests, or any unlawful activity; using the Internet, e-mail, or electronic systems for transmitting, retrieving, or storing any communications that are of a discriminatory or harassing nature, derogatory toward any individual or group, obscene, of any defamatory or threatening nature, or for ‘chain letters’, illegal or against SCCS policy; sending e-mail or other electronic communications that attempt to conceal the identity of the sender; use of file sharing; storing of non-related data on SCCS computers; modifying or moving SCCS equipment without the express consent of the IT Director.
- D. Persons with Documented History of Assaultive Behavior - Provider acknowledges that SCCS prohibits persons (including employees, volunteers, interns, consultants, and/or contractors) with any documented history of assaultive behavior from serving SCCS clients. The Provider agrees that, in accordance with SCCS policy, the Provider will not permit any employee with such history to provide services to SCCS clients under this Agreement.
- E. Prohibition of Corporal & Degrading Punishment - SCCS prohibits the use of corporal or degrading punishment against children served by SCCS.

XXII. EVALUATION OF BIDS

The evaluation and determination of SCCS in awarding a contract resulting from this Invitation to Bid is final.

The remainder of this page intentionally left blank.

**INVITATION TO BID FOR BEDS AND MATTRESSES
BID PRICING FORM**

INSTRUCTIONS: Vendors shall complete this Exhibit with the per unit price for each item requested. **Vendor should complete all lines.** Failure to complete this Exhibit in accordance with these instructions may result in rejection of Vendor's bid at the sole discretion of SCCS. This form shall be included as Section 3 of Vendor's proposal/bid.

<u>Unit Description</u>	<u>Unit Cost</u>	<u>Unit Cost with Delivery within 35 miles of Vendor's location</u>	<u>Optional Set up Cost</u>
TWIN SIZED SINGLE BED WITH FRAME, MATTRESS, AND BOX SPRING			
TWIN SIZED BUNK BEDS WITH FRAME, MATTRESSES, AND BOX SPRINGS (WHERE APPLICABLE)			
TWIN SIZE MATTRESS (MATTRESS ONLY)			
FULL SIZED SINGLE BED WITH FRAME, MATTRESS, AND BOX SPRING			
FULL SIZE MATTRESS (MATTRESS ONLY)			
QUEEN SIZED SINGLE BED WITH FRAME, MATTRESS, AND BOX SPRING			
QUEEN SIZE MATTRESS (MATTRESS ONLY)			
PACK-AND-PLAYS			

VINYL MATTRESS COVERS - TWIN			
VINYL MATTRESS COVERS - FULL			
VINYL MATTRESS COVERS - QUEEN			
SOFA description:			
CHEST description:			
CRIBS WITH MATTRESS			

CRIB DESCRIPTION

- a. **ARE CRIBS FULL SIZED?** YES NO
- i. **PLEASE PROVIDE THE APPROXIMATE DIMENSIONS (HEIGHT, WIDTH, AND LENGTH) OF THE CRIBS WHICH VENDOR PROPOSES TO PROVIDE:**
 _____ " H _____ " L _____ " W
- b. **ARE CRIBS CONVERTIBLE INTO TODDLER BEDS OR SIMILAR?** YES NO
- c. **DO CRIBS HAVE DROP SIDES?** YES NO
- d. **DO CRIBS COMPLY WITH FEDERAL SAFETY REGULATIONS?** YES NO

"NOT TO EXCEED" COST FIGURE

In the resulting contract from this ITB, there will be a total dollar amount SCCS will not exceed in compensating the successful vendor on an annual basis. Such figure will be based on the anticipated annual budget of SCCS for beds/cribs and the anticipated units needed for purchase by SCCS. AS STATED MORE FULLY ABOVE, VENDOR IS NOT GUARANTEED TO RECEIVE THE NUMBER OF ORDERS PROVIDED HEREIN. SCCS may occasionally have the need for items not listed here (i.e., pack-and-plays, vinyl mattress covers, miscellaneous furniture). Below is the estimated amount of units SCCS will require annually (which is subject to change at the sole discretion of SCCS).

- Twin beds (inclusive of bed frame, box spring, and mattress): 250
- Queen beds (inclusive of bed frame, box spring, and mattress): 5
- Full-size beds (inclusive of bed frame, box spring, and mattress): 30
- Cribs (with mattress): 130
- Bunk beds (with frame, box springs [if applicable], and mattresses): 85
- Toddler beds (with frame, box spring [if applicable], and mattress): 30
- Pack n Plays: 50

EXHIBIT 1

Inclusive of delivery within thirty-five (35) miles of Vendor's location, Vendor proposes to provide to SCCS all of the beds/cribs listed above at the respective prices per product type described above. Between 35-85 miles, SCCS agrees to pay a delivery surcharge up to \$50.00 per delivery

SCCS will determine the winning bid for this ITB in its sole discretion based on a calculation of the individual product prices compared to the total units needed of each product type. Where separate vendors submit the lowest pricing for a specific product type, SCCS will select the winning vendor based on the lowest total cost considering all product types needed. SCCS does not plan to award a contract to more than one (1) vendor, but does reserve the right to do so. 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. Vendor hereby agrees to any and all terms and conditions in the ITB and agrees to comply with the same without exception. **THIS PAGE MUST BE SIGNED BY AN INDIVIDUAL WITH AUTHORITY TO CONTRACTUALLY BIND THE VENDOR. This page shall be signed in BLUE INK.**

Vendor Entity Name (Please Print): _____

Address: _____

Vendor is Organized Under the Laws of _____

State

Telephone Number _____ Fax Number _____

Contact Person E-mail _____

Federal Tax ID Number _____

Authorized Representative Signature: _____ **Date:** ____/____/____

Print Name: _____ Title: _____

EXHIBIT 2

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term “contract” includes the “Purchase Order” and all other agreements effecting purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term “Contractor” shall refer to the Provider, Bidder, Vendor, and/or Subcontractor of Supplier. This certificate shall be renewed annually. Notwithstanding the forgoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Contractor certifies the following to SCCS:

- A. **REPORTS**: Within thirty (30) days after any contract/subcontract awards and prior to each March 31 thereafter during the performance of work under that contract, the Contractor shall file Standard Form 100, entitled “Equal Employment Opportunity Employer Information Report EEO-1” unless Contractor has either filed a report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file.
- B. **PRIOR REPORTS**: If Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in section 201 of the Executive Order No. 11114, Contractor has filed all required compliance reports. Contractor shall obtain similar signed representations indicating filing of all required compliance reports, signed from all proposed subcontractor prior to awarding subcontracts not exempt from the Equal Opportunity clause.
- C. **CERTIFICATION OF NON-SEGREGATED FACILITIES**: Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term “segregated facilities” means any waiting rooms, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or natural origin because of habit, local customs or otherwise. Contractor further agrees that except where it has obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
NOTICE TO PROSPECTIVE SUBCONTRACTORS OR REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-Segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause. Note: Penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM**: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more, a Contractor, with fifty (50) or more employees which is not otherwise exempt under 41 C.F.R. Part 60-1, shall develop for each of its establishments a written affirmative action compliance program as called for in 41 C.F.R., Sect.

60-1.40. Contractor will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract or \$50,000.00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40.

- E. Contractors are responsible for EEO compliance as provided in Executive Order 11246 and implementing regulations TITLE 41, Chapter 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.
- F. Contractor certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notifications or noncompliance with EEO regulations.

Executed this _____ day of _____, 20__ by:

Firm: _____

By: _____ Title: _____

Project: **ITB Beds, Mattresses, Cribs, & Related Items 2025**

EXHIBIT 3

**CERTIFICATION FOR NONDISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY**

_____ (Name of Vendor) understands that, if it is found to be the best suitable bidder, hereby agrees that in the hiring of employees for the performance of work under this contract or any sub-contract here under, no Vendor or sub-contractor or any person acting on behalf of such Vendor shall by reason of race, creed, or color, discriminate against any citizens of the State of Ohio in the employment of labor or workers who qualify and who are available to perform the work to which this contract relates.

_____ (Name of Vendor) further agrees that no Vendor, subcontractor or any person acting in its behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

Signature of Duly Authorized Agent

Date

Print Name: _____

Title: _____

This certification becomes part of the resultant contract.

EXHIBIT 4

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.

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

-OR-

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

STATE OF OHIO)
) 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 the Proposal/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 in Ohio.

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public

STATE OF OHIO)
) 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 Proposal/Bid was submitted, Affiant was charged with delinquent personal property taxes on the general tax list of personal property of the County of Summit in 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 _____, 20__.

Notary Public

EXHIBIT 5

STATE OF OHIO)
) 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 Vendor _____ and holds the title of _____;
2. That Affiant, on behalf of Vendor, further says that the Proposal/Bid herein is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation;
3. That such Proposal/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 Proposal/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/Vendor, or to fix any overhead, profit, or cost element of such bid price or that any other bidder/Vendor, or to secure any advantage against Summit County Children Services;
6. That said Proposal/Bid is made without any connection or interests in the profits with any other person making any other Proposal/Bid for said work.
7. That said Proposal/Bid is, in all respects, fair and 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 Proposal/Bid are true.

Further affiant sayeth naught.

Signature of Affiant

Title

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

Notary Public

EXHIBIT 7

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT**

TO: _____
(Name of Union or organization of workers)

The undersigned currently holds contracts with the County of Summit, involving funds or credits of the U.S. Government or (a) subcontract(s) with a prime Contractor holding such contract(s). You are advised that under the provisions of the above contract(s) and in accordance with Executive Order 11246, section 202, dated September 28, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT TRAINING DURING EMPLOYMENT, RATE OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order No. 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Bidder