

PURCH ____ (Rev. 5/2023)

Expiration Date _____

Optional Renewals _____

Insurance Required ___Y___N

Maximum Amt of Contract

Terms _____

SENECA COUNTY

START DATE: _____

RFP No. SCGHD – 001-2023

SENECA COUNTY GENERAL HEALTH DISTRICT

71 S Washington St,

Tiffin, OH 44883

AGREEMENT

BETWEEN

THE SENECA COUNTY PARTY OF
THE FIRST PART AND

Party of the second part:

MATERIAL or SERVICES:

REQUIRED FOR:

BUYER:

Name: _____

Phone: _____

DISTRIBUTION:

- Finance
- Contractor
- Purchasing
- Requisitioning Department
- Buyer

Name: _____

Address: _____

Phone: _____

Vendor Contact: _____

INSTRUCTIONS FOR EXECUTING THE AGREEMENT

CONTRACT: The Agreement must be signed in full by the Contractor as specified below, and the original, together with all copies of same, must be returned to **Seneca County General Health District 71 S Washington St, Tiffin, OH 44883**. One copy will be returned to the Contractor when fully executed by the County. **ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES.**

CORPORATION: If a corporation, the Agreement must be signed with the full name of the corporation, followed by the **signature of the President, Vice-President, or persons authorized to bind it in the matter. Should other than the President or Vice-President sign the Agreement,**

-Authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.

LLC: Under Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on the signature line.**

PARTNERSHIP: If a partnership, the full name of all the partners composing the same must be given the Agreement is signed by one or more of the partners in the following manner:

"John Jones and James Smith, d.b.a.

Jones-Smith Company, by John Jones, a partner."

SOLE OWNERSHIP: If sole ownership, the Agreement should be signed in the following manner:

"John Jones, Sole Owner."

See Reverse Side for General Conditions and Terms of Agreement.

GENERAL CONDITIONS AND TERMS OF AGREEMENT

- 1) General: The Legal Advertisement, General Conditions, Special Conditions, Instructions to Proposers, Specifications, and Plans applying to the original proposal are part of the contract.
- 2) Definitions:
 - a) The term "County," wherever used in the contract, shall mean Seneca County General Health District, the party of the first part, acting through its County Commissioner or his properly authorized agent.
 - b) The term "Contractor" wherever used in this contract, shall mean the party of the second party entering into a contract with the County for furnishing materials, supplies, or equipment or for the performance of the work set forth herein.
- 3) Infringements and Indemnification: The Contractor agrees to protect, defend, and save the County harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract; the Contractor further agrees to indemnify and save the County harmless from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, by or from the acts of the Contractor, his servants, or agents.

To this extent, the Contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the County whenever such insurance is deemed necessary. When required, the types and amounts of insurance to be provided shall be set forth in the bid document.
- 4) Default Provisions: In case of default by the Contractor, the County may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
- 5) Applicable Laws: The Revised Code of the State of Ohio, the Charter of the County, and all County ordinances, insofar as they apply to the laws of the competitive proposal, contracts, and purchases, are made a part of hereof. All laws of the United States of America, the State of Ohio, and Seneca County applicable to the products or services covered herein are made a part of hereof.
- 6) Workers' Compensations: Insofar as the Workers' Compensation Act is concerned, the Contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the proposal document.
- 7) Delivery: Unless otherwise stated in the proposal or contract, prices include delivery to the destination designated in the contract and include all charges for delivery, packing, crating, containers, etc.
- 8) Taxes: State and local governments no longer need to be certified under the Internal Revenue Code but are automatically exempt from excise tax; therefore, the County's Certificate of Registry Number is no longer needed.
- 9) Cash Discounts: Time in connection with cash discounts offered will be computed from the date of delivery and acceptance at the final destination or from the date the properly executed invoice is received if the latter date is later than the date of delivery and acceptance.
- 10) Invoices: Must be prepared upon the standard invoice of the Contractor.
- 11) Payments: Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the contract. The final payment will be made by the County when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of the County.
- 12) Policy of Non-Discrimination:
 - a) Disability: The County does not discriminate on the basis of disability in the admission or access to treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans \with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator at [Enter details here].
 - b) SBE Non-discrimination Policy: Seneca County is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offerer's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of Seneca County that its purchasing and contracting practices not implicate the County as a passive participant in discriminatory practices engaged in by private Contractors or vendors who seek to obtain business with the County. In furtherance of these policy objectives, the County seeks to afford its citizens equal opportunities to do business on County contracts and to ensure that all proposers, proposers, vendors, and

Contractors (collectively referred to herein as "proposers")-doing business with the County provides to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the Seneca County.

- 13) Ineligible Person(s): Per Seneca County Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the County of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the County, any of its Departments, Boards or Commissions, shall not be eligible for any County award. This includes any person or affiliate who is delinquent in paying Seneca County income taxes.
- 14) Amendment: This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 15) Entirety: This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein.

ARTICLES OF AGREEMENT

This Agreement was made and entered into by and between the party of the first part and the party of the second part. WITNESSETH. That the said party of the second part has agreed and by these presents does agree, with the party of the said first part, for the consideration hereinafter named, to furnish all the materials, supplies, equipment, or to do the work necessary to complete in a good, substantial and workman-like manner, ready for use in strict accordance with the proposal, specifications, plans, profiles or drawings of the items hereinafter set forth and in accordance with the foregoing terms and general conditions, all of which are made a part hereof.

CONTRACTOR REGISTRATION

The Contractor awarded the contract shall be a registrant under _____ [Enter details here] _____ at the time of the award. Go to [Enter details here] and register.

REQUISITIONER(S)

This contract is to provide various air quality monitoring stations as required at the properties identified by the County herein. Services include but are not limited to installing and operating monitoring stations, preparing test protocols, conducting air testing, collecting samples, analyzing, and preparation of final reports suitable for any state/federal regulatory agencies.

PROPOSAL AND PERFORMANCE SURETY

[Enter details here]

REQUESTED ITEMS

The County will purchase on this contract its needs of only the items listed herein.

PRICING

Prices shall be firm for the life of the contract.

DELIVERY

The material shall be delivered as needed and ordered to the job site as directed by the Seneca County General Health District.

CONTRACT PERIOD

The services shall be delivered as ordered during the period beginning on the effective date of the contract and ending in 2028.

OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the County, the contract may be renewed for two (2) additional one (1) year periods ending in 2030.

TERMINATION

The County may terminate this Agreement at any time for any reason upon thirty (30) days' written notice to the Contractor.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants, or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the Seneca County shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the Seneca County for damages sustained by the Seneca County by virtue of any breach of this Agreement by the Contractor, and the Seneca County may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Seneca County from the Contractor is determined. Exceptions may be made with respect to the defaults of subcontractors.

ADMINISTRATIVE FEES

The successful Proposer will remit to the County an administrative fee in the amount of one percent (1%) of the total sales from this contract. The County will bill an amount equal to one percent (1%) of all expenditures paid to the Contractor each quarter. Payment will be due no later than forty-five (45) days after the invoice is sent to the Contractor by the County.

Pricing submitted with this bid/proposal shall include the County's administrative fee and may not be added as a line item on any invoice.

PRICING

Prices shall be firm for the life of the contract.

BEGINNING OF WORK

The Contractor shall start work as directed by the County. No work of any kind shall be done by the Contractor until so notified.

COMPLETION OF WORK

The number of days allowed for completion of on-site work shall be determined on a per-project basis by the Seneca County General Health District.

SEND INVOICE TO

Separate invoices must be submitted to

The item(s) shall be invoiced showing the quantity and sufficient identification data (i.e., part number, catalog number, etc.) so as to facilitate an audit of invoices by the County and the Contractor.

OHIO SALES TAX

Prices should not include Ohio Sales Tax on materials used on this project.

The County will furnish exemption certificates to the Contractor upon request to the Division of Purchasing.

ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS

The Contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The Contractor shall not assign or subcontract the work or any part thereof unless prior approval from the County's Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein.

Subcontractor Approval and Substitution Request Form is available in this VOL 1 document.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE COUNTY

The County maintains a list of Vendors Debarred from Contracting or Subcontracting with the County may be accessed at [Enter details here] or maybe furnished in other forms upon request to the_[Enter details here]_. The County will not contract with any person or firm on the list. It is each Proposer's responsibility to verify that each Subcontractor it proposes to use is an eligible firm or Person. The County **will** not approve a Subcontractor whose name appears on the list.

INSURANCE

See Form 160 attached.

COUNTY'S OPTION WHEN DELIVERY TIME BECOMES EXCESSIVE

When, in the County's opinion, the delivery time of any item becomes excessive, resulting in inconvenience and affecting work, the such item may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be canceled.

It is agreed that both options may be taken with no liability to the County.

ONE AWARD

Prices should be quoted in the units requested; however, the County **will** award a contract to only one successful Proposer, considering the total requirements. **FOR A PROPOSER TO RECEIVE CONSIDERATION, PRICES MUST BE QUOTED FOR EACH AND EVERY ITEM.** The County shall award the contract to the lowest and best Proposer in accordance with Section 307 .86 of the Ohio Revised Code.

EEO/SBE REGULATIONS (SCGHD)

PLEASE DIRECT ALL QUESTIONS ABOUT CONSTRUCTION TO SCGHD'S ENVIRONMENTAL HEALTH OFFICE AT 419-447-3691.

All proposers will be subject to the provisions of the Seneca County General Health District (SCGHD) program regarding Equal Employment Opportunity (EEO) and Small Business Enterprise (SBE).

Requirements of the Equal Employment Opportunity Program include the submission of form SENECA COUNTY GENERAL HEALTH DISTRICT. (SCGHD) 147, INCLUDED IN THIS BID DOCUMENT.

If Proposer's Proposal submitted herewith is accepted, the Proposer named herein shall, within ten (10) days after notice from the Contract Compliance Office, qualify under the Equal Employment Opportunity requirements.

If you have submitted ____ within the past 12 months, a photocopy of your submission may be attached to this bid in lieu of completing the enclosed form.

If the completion of the work on the project described herein requires expediting (not applicable in an emergency), failure to have complied with the above requirement **will** be sufficient cause to reject your bid.

AMERICANS WITH DISABILITIES ACT

Seneca County is committed to supporting the Americans with Disabilities Act. Please contact the County's Office of Aging and Accessibility if you require any special accommodations.

DETAILED SPECIFICATIONS

1. GENERAL

Proposer shall be responsible for providing all labor and tools necessary to perform any contracted work. Proposer shall not receive an extension of time to perform service work because of a lack of availability of the Owner's labor or any normal or customary tools. All labor, equipment, and material rates quoted in the Submittal section of this contract must hold for the duration of the contract. Timesheets and invoices for materials or subcontracted services must be presented with invoices prior to payment for any work.

2. WORK REQUIRED

The Proposer will be required to perform the following services:

[Enter any details here]

Additional information detailing the requirements of each test is contained below in their respective section.

[Enter any details here]

3. PRICING

Pricing submitted on the proposal form will be a firm, not-to-exceed. Pricing will include all equipment, labor, travel, report preparation, and any other miscellaneous costs necessary to complete the work in a satisfactory manner.

[Enter any details here]

4. MISCELLANEOUS

[Enter any details here]

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

It shall be the responsibility of the Contractor to protect all life and property and to protect himself, subContractors, and the County from operations carried out in the performance of this contract.

The Contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the County feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio, and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the County Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

1.1 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the SENECA COUNTY GENERAL HEALTH DISTRICT 71 S Washington St, Tiffin, OH 44883.

2. STATE OF OHIO WORKER'S COMPENSATION INSURANCE

2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

2.2 Proof of Carriage Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the Contractor and any Subcontractor performing work covered by the contract and the Seneca County from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them.

3.2 Proof of Carriage

(a) A policy or policies naming the Contractor, subContractors, and Seneca County as an additional insured or (b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the Contractor and subContractors have the specified coverage and endorsed to include the County of as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

4. OTHER INSURANCE

4.1 Coverage Required

At least the types and amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance, they shall be covered by a rider to the general liability policy or by a separate policy.

4.2 Demolition Coverage

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

4.3 Proof of Carriage

Unless otherwise specified, proof shall be in the form stated in section 3.2.

5. FAILURE TO KEEP INSURANCE IN EFFECT

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the County. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the County will be made for the withheld amount.

BASIC INSURANCE COVERAGE

General Liability

Combined Single Limit	BI&PD	\$1,000,000 Per Occurrence
	Personal Injury	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Automobile Liability

Combined Single Limit	BI&PD	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Note: Coverage should include hired and non-owned autos.

Builders Risk

All Risk" Builders Risk policy shall provide Fire and Extended Coverage, Vandalism, and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractor's name.

TAX EXEMPT (Unless otherwise indicated)

Signatures must be original to be valid.

	<p>The Seneca County General Health District</p> <p>By: _____</p> <p>Date: _____</p> <p>Enter the Contractor's Name</p> <p>By: _____</p> <p>Name in print _____</p> <p>Title: _____</p>
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