

FAIRFIELD COUNTY UTILITIES
6670 LOCKVILLE ROAD
CARROLL, OH 43112
740.652.7120

Sealed proposals will be received by the Fairfield County Utilities, 6670 Lockville Road, Carroll, OH 43112, until 10:30 p.m. on March 6, 2013, and publicly opened and read at that hour and place, for the service of:

SALT FOR REGENERATING RESIN TYPE WATER SOFTENER UNITS

Copies of the Bid Specifications, Bid Form, and Contract Documents are available from the Fairfield County Utilities. Request for copies may be made by email to pshaloo@co.fairfield.oh.us or faxed to 740.652.7129 or by phone at 740.652.7120. Your request must include company name, mailing address, contact name, contact phone number, contact fax number, and contact e-mail.

Bids must be submitted on the Bid Form provided and submitted in a sealed envelope marked:

BID FOR:

**FAIRFIELD COUNTY, OHIO
SALT FOR REGENERATING RESIN TYPE WATER SOFTENER UNITS**

Failure to submit bid proposals in conformance with the Contract Documents will result in a nonresponsive bid.

Bids shall be accompanied by a Certified Check or Bid Bond in the amount of 10% of the Total Bid as a guarantee that if the Bid is accepted, a Contract will be entered into.

A Performance and Payment Bond must be furnished by the Bidder who is awarded the Contract for the full amount of the Contract to guarantee his/her faithful performance of the Contract.

The Board of Fairfield County Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Board of Fairfield County Commissioners.

Advertising Dates:

February 19, 2013
February 26, 2013

Authorized By:

Tony Vogel, P.E.
Director of Utilities

ADVERTISEMENT FOR BIDDERS

1. Copies of the Bid Specifications, Bid Form, and Contract Documents are available from the Fairfield County Utilities.
2. Complete sets of Bidding Documents must be used in preparing Bids. Fairfield County Utilities does not assume any responsibility for errors on misinterpretations resulting from the use of incomplete sets of Bidding Documents.
3. In making copies of Bidding Documents available on the above terms, Fairfield County Utilities do so only for the purpose of obtaining bids for the work and do not confer a license or grant for any other use.
4. Each bidder shall submit with his bid, a bid guaranty in the form of a bond, certified check, cashier's check, or letter of credit in the amount of 10% of the bid in accordance with Ohio Revised Code Section 153.54. The form of the bond shall be in accordance with the requirements of Ohio Revised Code Section 153.54.
5. The successful bidder will be required to post a performance and payment bond in the amount of 100% of the bid award amount as contract security.
6. Bids shall be delivered in sealed envelopes:

Director of Utilities
Fairfield County Utilities
6670 Lockville Road
Carroll, OH 43112
7. All Bids must be *SEALED* and *conspicuously* marked SALT FOR REGENERATING RESING TYPE WATER SOFTENER UNITS on the OUTSIDE of the envelope.
8. The Director of Utilities reserves the right to reject any or all bids, waive any informality in same, or to accept any bid or combination of bids deemed most advantageous to the County's interest.
9. Contracts for work under this bid will obligate the bidder to comply with federal, state, and local laws, statutes, and ordinances including licensing of Contractors, wage rates, and non-discriminating hiring practices.
10. The solicitation for bids may be cancelled by the Fairfield County Utilities, and any bid or proposal may be rejected in whole or in part for good cause when it is in the best interests of Fairfield County Utilities. Fairfield County Utilities reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding procedure.
11. By Tony J Vogel, PE, Director of Utilities.
12. Location of advertisements:

Lancaster Eagle Gazette

INSTRUCTION TO BIDDERS

1. Each bidder shall include in the bid a detailed account of his experience, skill, financial standing, and equipment available to perform the work. Each bid must contain evidence of bidder's qualification to do business in the State of Ohio.
2. Fairfield County Utilities may make investigations to determine the ability of the bidder to perform the work. When required, the bidder shall present evidence of his experience in similar work and that he has the necessary equipment and financial resources to provide materials and complete the work in a satisfactory manner in the time specified.
3. Fairfield County Utilities reserves the right to reject any bidder who is in default on any debt or Contract or is defaulter as surety upon same, or has failed to perform faithfully and efficiently any previous Contract.

4. Each bidder shall include in the bid a detailed account of his experience, skill, financial standing, and equipment available to perform the work. Each bid must contain evidence of bidder's qualification to do business in the State of Ohio.
5. Fairfield County Utilities may make investigations to determine the ability of the bidder to perform the work. When required, the bidder shall present evidence of his experience in similar work and that he has the necessary equipment and financial resources to provide materials and complete the work in a satisfactory manner in the time specified.
6. Fairfield County Utilities reserves the right to reject any bidder who is in default on any debt or Contract or is defaulter as surety upon same, or has failed to perform faithfully and efficiently any previous Contract.
7. Complete sets of bidding documents must be used in preparing bids; Fairfield County Utilities assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.
8. In making copies of bidding documents available on the above terms, Fairfield County Utilities do so only for the purpose of obtaining bids for the work and do not confer a license or grant for any other use.
9. Bidders shall submit a bid on a unit price basis for each item of work listed in the bid schedule.
10. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price bid for the item.
11. All questions about the meaning or intent of the bidding documents are to be submitted to Fairfield County Utilities in writing. Interpretations or clarifications considered necessary by Fairfield County Utilities in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Fairfield County Utilities as having received the bidding documents. Questions received less than ten days prior to the date for opening of bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may be issued to clarify, correct, or change the bidding documents as deemed advisable by Fairfield County Utilities. Bidders shall list on the bid form all addenda.
12. The following items shall be used without variation by all bidders and submitted with the bid.
 - a. Instructions to the bidder
 - b. Unit price proposal form
 - c. Bid guaranty and contract bond
 - d. Non-collusion affidavit
 - e. Personal property tax disclosure affidavit
13. Bids shall be signed with the name typed below the signature. If the bidder is a corporation, bid shall be signed with the legal name of the corporation, followed by the legal signature of an officer authorized to bind the corporation to a contract. If other than a President or Vice President, a copy of the authorization from the Board of Directors shall be attached. If the bidder is a partnership, full names and addresses of each partner must be given; the bid shall be signed by the number of partners required to bind the partnership of the partners, using the term "Partner". If the bidder is an individual, he shall use either the term "doing business as Builder" or "Sole Owner".
14. Each bidder shall submit with his bid a bid guaranty in the form of a bond, certified check, cashier's check, or letter of credit in the amount of 10% of the bid in accordance with Ohio Revised Code Section 153.54. The form of the bond shall be in accordance with the requirements of Ohio Revised Code Section 153.54.
15. The bid security of the successful bidder will be retained until such bidder has executed the contract documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful bidder fails to execute and deliver the contract documents and furnishes the required contract security within 10 days after the Notice of Award, Fairfield County Utilities may annul the Notice of Award and the bid security of that bidder will be forfeited. The bid security of other bidders whom Fairfield County Utilities believes to have a reasonable chance of receiving the award may be retained by Fairfield County Utilities until the earlier of

seven days after the effective date of the Agreement or 60 days after the bid opening, whereupon bid security furnished by such bidders will be returned. Bid security of other Bidders whom Fairfield County Utilities believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

16. The failure or omission of any bidder to receive or examine any forms, instruments, or document, or visit the site and acquaint himself with the conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid.
17. Complete in full the attached Non-Collusion Affidavit. Form shall be signed by the same person authorized to sign bids.
18. Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices.
19. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
20. Corporations not chartered in Ohio shall include an affidavit executed by an officer of the corporation stating that the corporation has conformed to the provisions of the Revised Code of the State of Ohio and obtained a certificate authorizing it to do business in the State of Ohio. Certificates or copies of them shall be obtained from the office of the Secretary of State, Columbus, Ohio.
21. Bids shall be submitted no later than 10:30 a/m., Friday December 18, 2009 enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the Project for which the bid is submitted), the name and address of bidder, and shall be accompanied by the bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED". Bids shall be delivered to:

Director of Utilities
Fairfield County Utilities
6670 Lockville Road
Carroll, OH 43112

22. No oral or telegraphic bids will be accepted.
23. Bids submitted early may be withdrawn by the bidder by written request signed by the person signing the bid. Such request must be received by the party receiving bids prior to the bid receipt deadline time.
24. A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of the opening of bids.
25. If within 48 hours after bids are opened any bidder files a duly signed written notice with Fairfield County Utilities and promptly thereafter demonstrates to the reasonable satisfaction of Fairfield County Utilities that there was a material and substantial mistake in the preparation of its bid, in accordance with provisions of ORC Section 9.31, that bidder may withdraw its bid, and the bid security will be returned. Thereafter, if the Work is rebid, that bidder will be disqualified from further bidding on the work.
26. Bids will be opened at the time and place indicated in the Advertisement for Bids and read aloud publicly. An abstract of the amounts of the base bids and major alternates, if any, will be made available to bidders after the opening of bids.
27. All Bids will remain subject to acceptance for the period of time stated in the bid form, but Fairfield County Utilities may, at its sole discretion release any bid and return the bid security prior to the end of this period.
28. Fairfield County Utilities reserves the right to reject any or all bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Fairfield County Utilities further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Fairfield County Utilities may also reject the bid of any bidder if Fairfield County

Utilities believes that it would not be in the best interest of the project to make an award to that bidder. Fairfield County Utilities also reserves the right to waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful bidder.

29. More than one bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which that bidder has an interest.
30. In evaluating bids, Fairfield County Utilities will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the bid form or prior to the Notice of Award.
31. In evaluating Bidders, Fairfield County Utilities will consider the qualifications of bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals, or entities proposed for those portions of the work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted.
32. Fairfield County Utilities may conduct such investigations as Fairfield County Utilities deems necessary to establish the responsibility, qualifications, and financial ability of bidders, proposed subcontractors, suppliers, individuals, or entities to perform the work in accordance with the contract documents.
33. If the contract is to be awarded, Fairfield County Utilities will award the contract to the bidder whose bid is in the best interests of the project.
34. Acceptance of a Bid shall not constitute an agreement between the Fairfield County Utilities and bidder, and shall not be binding upon the Fairfield County Utilities unless and until an agreement covering all conditions and provisions of the work has been reduced to writing and executed by both parties.

PROJECT CONDITIONS

1. The length of the contract period of this bid shall be for a period of two (2) years, starting April 1, 2013 and ending on March 31, 2015. The contractor performance will be subject to a performance review on or around October 1, 2013 and every six months thereafter..
2. Product must be approved for use in potable water supplies by the EPA and comply with USDA requirements for use in public water supplies. Copy of approval shall be attached to bid.
3. Salt shall be either Northern Rock Salt or Southern Rock Salt, and bidder shall specify which type on the bid form.
4. A Bidder shall furnish a guaranteed complete chemical analysis of the salt to be furnished under the contract with specific line items for lead and copper with the bid.
5. Bidder shall furnish a guaranteed physical analysis of the salt to be furnished under the contract with the bid.
6. Water insolubles exceeding one (1) percent shall be considered excessive and may result in contract cancellation.
7. Salt will be ordered on an "as needed" basis during the life of the contract as determined by the Fairfield County Utility Superintendent or his designated representative. It is anticipated that up to 2,500 tons will be required for each year of the contract.
8. Contractor must accommodate bulk deliveries into the salt storage silo(s) at the Tussing Road Water Treatment Facility, 11030 Tussing Road, Pickerington, Ohio 43147, and the Little Walnut Water Treatment Facility, 6805 Lockville Road, Carroll, OH 43112.
9. Salt shall be delivered three (3) business days after placement of the order and shall be delivered between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday. Salt deliveries will not be

accepted on weekends, evenings or holidays, unless requested by the County for an emergency situation and prior delivery notice is given.

10. Should it be determined, through random sampling and independent laboratory analysis that the salt does not comply with the project conditions as set forth; the County reserves the right to terminate the contract, following notification to the contractor of the salt analysis.
11. The Contractor shall furnish insurance for the life of the Contract, as follows:
 - a. Workers Compensation Insurance – The insurance shall cover all employees of the Contractor or any subcontractors working on the program and shall meet all Ohio Worker’s Compensation requirements.
 - b. Public Liability Insurance – The insurance shall be in the amount not less than \$100,000 for injuries, including wrongful death, to any one person and in the amount of not less than \$1,000,000 for damages on account of any one accident.
 - c. Property Damage Insurance – The insurance shall be in the amount of not less than \$250,000 for damages on account of any one accident and in the amount of not less than \$500,000 for damages on account of all accidents.

The Contractor shall be responsible for any and all damages and injuries caused by the Contractor’s operations. Insurance on motor vehicles shall include hired carrier endorsement and nonowner coverage. Contractor represents that all insurance, as required by this section, is provided for.

12. One payment per month shall be made to the Contractor upon the completion of one month’s services, within twenty (20) days of receipt by the County of all invoices.
13. Failure of the Contractor to perform the service of this Contract in accordance with the above regulations or any failure, in the judgment of the County, to properly operate, provide service, or execute this contract, shall be cause for cancellation of the Contract, upon thirty (30) days written notice, by the County.
14. Upon thirty (30) days written notice to Contractor, the County may without cause and without prejudice to any other right or remedy of the County, elect to terminate the contract. In such case, Contractor will be paid for the completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of the termination. The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
15. The Performance/Payment Bond, Affidavit of Personal Property Tax Liability, Affidavit of Lien Release, Experience Record and Non-Collusion Affidavit are an integral part of the Contract.
16. The contract awarded will be determined by the lowest and best bid price per ton through March 31, 2014.
17. The contract will be the total contract value will be determined by the total anticipated tons of salt multiplied by the unit bid price for both years
18. The Contractor shall keep the site free from accumulations of waste materials, rubbish, debris and salt outside their designated storage areas. The County will document and deduct any and all cost associated with keeping the site clean due to the Contractor from the Contractor’s monthly invoice.

UNIT PRICE PROPOSAL FORM

Having examined the contract documents entitled: **SALT FOR REGENERATING RESIN TYPE WATER SOFTENER UNITS** prepared by Fairfield County Utilities for the said project, and having inspected the site of, and the conditions affecting and governing the construction of said project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in the said specifications and as shown in the said drawings for the said work for the consideration of the following sum:

From:

Name of Bidder

Address, City, State & Zip of Bidder

Area Code & Telephone Number of Bidder

THE BID IS SUBMITTED TO:

Director of Utilities
Fairfield County Utilities
6670 Lockville Road
Carroll, OH 43112

The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Fairfield County Utilities in the form included in the bidding documents to perform all work as specified or indicated in the bidding documents for the prices and for the times indicated in this bid and in accordance with the other terms and conditions of the bidding documents.

Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that bidder may agree to in writing upon request of Fairfield County Utilities.

In submitting this bid, bidder represents, as set forth in the agreement, that:

Bidder has examined and carefully studied the bidding documents, the other related data identified in the bidding documents, and the following addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date	Received By
_____	_____	_____
_____	_____	_____

Bidder has visited the site and become familiar with and is satisfied as to the general, local site conditions that may affect cost, progress, and performance of the work.

Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and

procedures of construction to be employed by bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the bidding documents to be employed by bidder, and safety precautions and programs incident thereto.

Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

Bidder is aware of the general nature of work to be performed by Fairfield County Utilities and others at the site that relates to the work as indicated in the bidding documents.

Bidder has correlated the information known to bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents, and all additional examinations, investigations, explorations, tests, studies, and data with the bidding documents.

Bidder has given Fairfield County Utilities written notice of all conflicts, errors, ambiguities, or discrepancies that bidder has discovered in the bidding documents, and the written resolution thereof by Fairfield County Utilities is acceptable to bidder.

The bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this Bid is submitted.

Work shall commence within ten (10) days of signing the Contract.

Bidder further represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any individual or entity to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Fairfield County Utilities.

Bidder will complete the work in accordance with the contract documents for the following price(s):

The price per ton (2,000 pounds) bid for Contractor's services pursuant to these specifications for hauling and delivering salt for regenerating resin type water softeners units:

1. \$_____ per ton through March 31, 2014
2. \$_____ per ton through March 31, 2015

Type of rock salt to be furnished (check one):

1. ____ Northern Rock Salt
2. ____ Southern Rock Salt

In submitting this proposal, it is understood that the right is reserved by Fairfield County Utilities to reject any and all bids, or part of any bid, and it is agreed that the proposal may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids without consent of Fairfield County Utilities.

If bidder is an individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

If bidder is a partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

If bidder is a corporation

Corporation Name: _____

State of Incorporation: _____

By: _____
(Signature -- attach evidence of authority to sign if other than President or Vice President)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

BID GUARANTY AND CONTRACT BOND
(SECTION 153.571 Ohio Revised Code)

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

(Name and address)

as Principal and _____
(Name of Surety)

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

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

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

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

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

IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Owner against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and material furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the work or to the specifications.

NOTE: If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

SIGNED AND SEALED This _____ day of _____, 20____.

PRINCIPAL:

BY: _____

TITLE: _____

SURETY:

SURETY COMPANY ADDRESS

Street

By: _____
Attorney-in-Fact

City

State

Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street

City

State

Zip

NON-COLLUSION AFFIDAVIT
(This Affidavit is part of the Proposal)

STATE OF _____ SS:

COUNTY OF _____

_____ being first duly sworn, deposes and says that he
is _____
(President, Secretary, etc.)

of _____ the party who made the foregoing proposal; that such proposal was genuine and not collusive, the said Bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not in any manner, direct or indirectly seek by agreement or collusion, or communication or conference, with any person, to fix the bid price of Affiant or any other bidder, or to fix any overhead, profit or cost elements of said bid price, or of that of any bidder, or to secure any advantage against the Fairfield County Commissioners or any person interested in the proposed contract; and that all statements contained in said Proposal are true and further, that such Bidder did not, directly or indirectly submit this Proposal, or the contents thereof, or divulge information, or data relative thereto to any association or to any member or agent thereof.

AFFIANT

Sworn to and subscribe before me this _____ day of _____, 20____.

NOTARY PUBLIC IN AND FOR

_____ County, _____

My Commission Expires _____, _____ 20____.

(SEAL)

PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

STATE OF Ohio

COUNTY OF Fairfield

I, _____, _____,
(Name) (Officer or Title)

of the _____,
(Company Name)

first being duly sworn, do depose and state that it has submitted a competitive Bid for a Contract to be administered and awarded by the Fairfield County, Ohio.

Furthermore, affiant says that it was not charged with any delinquent personal property taxes, penalties or interest due or owing to the County of Fairfield, State of Ohio, except as herein stated:

(If none, so state. If due, state amount due together with assisted interest and penalty)

Further, affiant says that a copy of this statement, affirmed under oath, shall be made a part of its Bid and Contract to be awarded.

Furthermore, affiant sayeth not.

Corporation or Business
Signed: _____
Title: _____

Subscribe and sworn before me, a Notary Public this ____ day of _____, 20____.

Notary Public in and for
_____ County, _____

My Commission Expires _____, _____ 20____.
(SEAL)

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION: Fairfield County, Ohio, **SALT FOR REGENERATING RESIN TYPE WATER SOFTENER UNITS.**

Fairfield County Utilities has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids advertised February 19, 2013 and February 26, 2013 and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____ based on estimated quantities).

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of receipt of this Notice by you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of March, 2013

By: _____
Title: Director of Utilities

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2013

By: _____
Title: _____

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ day of March, 2013 by and between FAIRFIELD COUNTY hereinafter called "OWNER" and _____ doing business as an individual or a partnership as a corporation called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. The CONTRACTOR will commence with the **SALT FOR REGENERATING RESIN TYPE WATER SOFTENER UNITS**.
2. The CONTRACTOR will furnish all the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the Work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will perform the Work at the times and on the days specified by the OWNER.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms for the sum as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. ADVERTISEMENT FOR BIDDERS
 - b. INSTRUCTIONS TO BIDDERS
 - c. BID FORM
 - d. BID SECURITY
 - e. CONTRACT (AGREEMENT)
 - f. PROJECT CONDITIONS
 - g. CONTRACT BOND (PERFORMANCE AND PAYMENT BONDS)
 - h. NOTICE OF AWARD
 - i. NOTICE TO PROCEED
 - j. ADDENDUM

No. _____ dated _____, 2013

No. _____ dated _____, 2013

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Project Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. The length of the contract period of this bid shall be for a period of two (2) years, starting April 1, 2013 and ending on March 31, 2015. The contractor performance will be subject to a performance review on or around October 1, 2013 and every six months thereafter. .

9. Failure of the CONTRACTOR to perform the service of this CONTRACT in accordance with the above regulations or any failure, in the judgment of the OWNER, to properly operate, provide service, or execute this contract, shall be cause for cancellation of the Contract, upon thirty (30) days written notice, by the OWNER.

10. Upon thirty (30) days written notice to CONTRACTOR, OWNER may without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the CONTRACT. In such case, CONTRACTOR will be paid for the completed and acceptable Work executed in accordance with the CONTRACT DOCUMENTS prior to the effective date of the termination. The CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER: Fairfield County Board of Commissioners

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

The forgoing Agreement is approved as to form

Fairfield County Utilities

Jason Dolin
Assistant Prosecuting Attorney
Date: _____

Tony J Vogel, PE
Director of Utilities
Date: _____

CONTRACTOR:

By: _____

Name: _____

(Please type)

Title: _____

By: _____

Name: _____

(Please type)

Title: _____

(If Corporation, two officers must sign)

EMPLOYER IDENTIFICATION

Tax I.D. Number _____

Telephone Number _____

I, Jon A. Slater, Jr., County Auditor hereby certify that I am qualified and acting fiscal officer of Fairfield County, Ohio and that the amount of money to wit \$_____, to meet the cost of foregoing Agreement between the Board of County Commissioners and _____ has been lawfully appropriated for the purpose of the said Agreement and the money so appropriated is on deposit (or in the process of collection) to the credit of the appropriate fund free from any previous encumbrances,

(SEAL)

By _____

Jon A. Slater, Jr., County Auditor

Date _____