

BID NO. 2933

OPENING DATE: THURSDAY, AUGUST 19, 2021

SECURITY SERVICES

FOR

STARK COUNTY JOB AND FAMILY SERVICES

Effective 10/1/21 through 9/30/23, with an option to extend for three one-year periods

BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID THE FOLLOWING:

- a. Non-collusion Affidavit (sample enclosed)
- b. Bid Bond (described in the Invitation to Bid)
- c. Bid Form (page 10)

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PROVIDE THE FOLLOWING:

- a. Corporate Resolution (if applicable, sample enclosed)
- b. Workers' Compensation Certificate
- c. Personal Property Tax Affidavit (sample enclosed)
- d. Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization

## INVITATION TO BID

Sealed bids, in accordance with Stark County's Specifications, for SECURITY SERVICES at STARK COUNTY JOB AND FAMILY SERVICES, will be received at the office of the Stark County Commissioners, County Office Building, 110 Central Plaza South, Suite 240, Canton, Ohio 44702 until **2:00 P.M.**, local time, on **THURSDAY, AUGUST 19, 2021**, at which time they will be publicly opened and read.

Bids shall be submitted in a sealed envelope upon the forms furnished with the specifications, shall contain the full name of each person, agency/company, submitting the bid, and shall be signed by an official authorized to execute a contract. Bid envelopes shall be marked: "**SECURITY SERVICES FOR STARK COUNTY JOB AND FAMILY SERVICES, BID NO. 2933.**"

On and after, **Thursday, July 29, 2021**, from 9:00 A.M. to Noon and 2:00 P.M. to 4:00 P.M., Monday through Friday, except holidays, copies of Specifications are on file for review and may be obtained from: Leslie Gulley, Purchasing Manager, Office of the Stark County Board of Commissioners, County Office Building, Suite 240, 110 Central Plaza South, Canton, Ohio 44702.

The only bids that will be accepted will be those of bidders of record. Bidders of record are those who have signed the bidders list and obtained specifications from the Office of the Stark County Board of Commissioners.

Each bid shall be accompanied by a bid bond, certified check, or cashier's check drawn upon a solvent bank, payable to the Stark County Treasurer, in the sum of ONE THOUSAND DOLLARS (\$1,000.00) and conditioned that if the bid is accepted; a contract shall be executed in conformity to the invitation and bid. In the event of default thereof, said bond or check in the amount represented thereby shall be forfeited to the Stark County Commissioners as liquidation damages. The checks of all unsuccessful bidders will be returned immediately upon execution of a contract with the successful bidder, or the rejection of all bids.

If, after award of bid, the bidder fails to execute a proper Agreement, the amount of the bid bond or check shall be forfeited to Stark County.

Each bid and all certificates shall be upon the forms furnished with the specifications, and shall be delivered to the office of the Stark County Board of Commissioners, at or prior to the date and hour specified for receiving bids. The County is not responsible if mailed documents are received after the bid opening.

All bids shall incorporate Stark County specifications by reference and attachment.

In the case of corporations not chartered in Ohio, a prior certificate of the Secretary of State, certifying that such corporation is authorized to do business in Ohio shall accompany the bid.

Each bidder must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, handicap or national origin.

Terms of payment shall be as provided in the Specifications.

The Board of Stark County Commissioners reserves the right to reject any or all bids, to waive any informalities or irregularities in the bid received, and to accept any bid or combination of bids which deemed most favorable to the County at the time and under the conditions stipulated.

**BY ORDER OF THE BOARD OF STARK COUNTY COMMISSIONERS CANTON, OHIO  
LESLIE GULLEY, PURCHASING MANAGER OF THE BOARD**

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August 5, 2021

**SECURITY SERVICES  
AT  
STARK COUNTY JOB AND FAMILY SERVICES**

The Board of Stark County Commissioners will accept bids for the performance of certain security services to safeguard the customers, employees and property of Stark County Job and Family Services (SCJFS).

SCJFS is in need of such security services for various areas under its responsibility, which may require security services.

The bid will cover a two (2) year period beginning October 1, 2021, and ending September 30, 2023, with an option to extend for three one-year periods, pursuant to the following terms, conditions, restrictions and other specifications:

1. The security company providing such security service shall completely outfit the security guards with uniforms and necessary equipment, which shall include being armed with a firearm. The bid shall include the rate for all armed guards.
2. The security company shall provide SCJFS with approximately 4 to 6 guards per week, stationed at various locations, to provide coverage for a maximum of 200 hours per week (subject to change).
3. The security company will provide guards that have a minimum of three years of security guard experience and/or a minimum of one year of law enforcement background. The security guards will be licensed through the Ohio Department of Public Safety-Private Investigator Security Guard Services.
4. The security company will provide guards that have the following education and training: Preferred two-year Associate Degree in Criminal Justice fields and Ohio Firearm Safety and Training Courses. Minimum documented training: Completion of Security Techniques Course, Conflict Management Training, Self-Defense for Security Professionals, Report Writing, CPR, Customer Service Training, and annual De-escalation Training.
5. Security company will not receive Workers' Compensation benefits, Unemployment Compensation benefits, and/or any other fringe benefits, which normally accrue to employees of the Board of Stark County Commissioners. Security guard(s) are to be employees of the security company and the company shall pay all salaries and expenses of guard(s) including all Federal Social Security taxes, Federal and State Unemployment taxes and any similar taxes relating to such employees.
6. Security company shall render their original monthly invoice covering services to SCJFS on or before the 30th day of the following month; SCJFS will review the invoice for completeness and accuracy before making payment. The reported information submitted is subject to adjustment by SCJFS before such payment is made in order to adjust for mathematical errors, incorrect amounts, or non-covered services; and SCJFS shall pay invoice for said security services, upon receipt of an accurate invoice, and according to County Policy. Invoices received more than thirty (30) days after the service month will be charged a five (5) percent administrative fee against the invoiced amount and invoice payment will be reduced accordingly unless good cause can be shown. For invoices received more than sixty (60) days after the service month, SCJFS reserves the right to deny payment to the security company.
7. Without limiting any responsibility of the security company for proper conduct of their guard(s) and the protection of SCJFS building and property, the conduct of the guard(s) shall be guided by a set of standard rules to be agreed upon by SCJFS and the security company, and such other special written instructions

applicable to the security and issued from time to time by SCJFS through its designated agent(s).

8. The security company shall be responsible for its employee orientation at SCJFS and the direct supervision of the guard(s) through its designated representatives at the premises of SCJFS and said representatives shall be available at all reasonable times to report and confer with SCJFS' designated representative in regard to the services to be rendered.
9. Work hours and location for the security guard(s) are to be assigned by SCJFS, which shall include any area under its responsibility, which may require security services. Work Schedule (days/hours) to be provided by SCJFS by the beginning of each month (current schedule listed under item #10 below); there shall be no Saturdays, Sundays or Holidays included in the work schedule unless an emergency situation should arise. This rate is agreed upon without regard to any overtime charges that might arise that would require guard(s) to work in excess of a normal 40 hour work week.
10. The security company is responsible for providing armed guards at each location and at least 1 supervisor at either location during all business hours, as follows:

**Human Services/Child Support/Administrative Services/Support Services**

Midtown Plaza: 221 3<sup>rd</sup> St. S.E., Canton, Ohio 44702

Hours: 7:30 AM to 4:30 PM

- Ending time could vary as the guard is required to stay until the last customer leaves the building.
- Typically, 3 guards.

**Children Services**

Cornerstone Building: 402 2<sup>nd</sup> St. S.E. Canton, Ohio 44702

Hours: 8:00 AM to 6:00 PM

- Late appointments scheduled Monday thru Friday from 4:00 PM to 6:00 PM armed guard assigned accordingly.
- Ending time could vary as the guard is required to stay until the last customer leaves the building.
- Typically, 2 guards.

11. Security guards stationed at SCJFS will:

- be pre-screened by SCJFS personnel, which includes but is not limited to, an interview with SCJFS prior to starting on site work, and a consumer report [see page eight (8) for further information regarding the consumer report and required sign off]
- be drug screened by their employer
- criminal and employment background checks shall be completed
- uphold agency guiding principles as supplied by SCJFS
- be at their site to greet customers by scheduled start time
- control flow of customers and visitors entering by using visitor software (Traction Guest), and monitor the security equipment as each person comes through customer entrance
- be provided additional security equipment by their employer as needed, including radios and phones
- maintain order in lobby areas at all times
- provide protection for customers and staff
- be instructed in use of the Security Icon system and respond as needed
- complete incident reports as needed and forward to Assigned Agency Representative immediately
- patrol SCJFS parking lot
- remain at their post until their replacement arrives, if applicable
- give their complete attention to their assigned area (no visitors, reading, computer use, personal cell phone use, eating, sleeping, etc.)

- escort Child Support staff to and from the bank Monday through Friday (An armed guard will respond when contacted by Child Support that staff is ready for escort)
- escort SCJFS staff to and from court as needed
- smoke on breaks only and not in front of office main doors
- be knowledgeable on metal detector use, including handheld devices
- not be provided parking by SCJFS, security guards will acquire their own offsite parking

**Security company's designated representative providing direct supervision of guards at SCJFS will:**

- ensure that all guards assigned are informed of and follow the above guidelines
  - furnish weekly schedule of guard assignments for each location to Designated Agency Representative. Schedule is due on Friday of prior week.
  - furnish weekly roster of guards who performed duties at each location to Designated Agency Representative. Rosters are due Monday morning (or morning of first business day) of the following week.
  - report any concerns to Designated Agency Representative.
12. All information which under the laws of Ohio and the Ohio Department of Job and Family Services (ODJFS) rules, is classified as public or private, will be treated as such by security company. Any question as to whether the information is public or private shall be determined by SCJFS. Security company shall not use any information, system, or records made available to it for any purpose other than to fulfill the specific activities specified herein and that disclosure of the information by the security company in a manner not authorized by the rules is a breach of the contract and violation of sections 5101.27 and 5101.99 of the Ohio Revised Code. Security company and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of ODJFS and SCJFS. Security company shall not permit any guard(s) in violation of this section/article to return as a security guard for any of the specified areas of SCJFS.
  13. Security company will submit a sample of policy and procedures governing their employees.
  14. All security guards must be registered with the State of Ohio; they shall be qualified, trained, professional, careful and efficient employees, in the strictest conformity with the practices and standards prescribed by SCJFS and that upon request by SCJFS, the security company shall remove any employee(s), in the opinion of SCJFS, who may be guilty of improper conduct or is not qualified to perform the required duties.
  15. Security company 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 contract period the security company becomes disqualified from conducting business in Ohio, for whatever reason, security company shall immediately notify SCJFS in writing and shall immediately cease performance of the contract activities.
  16. Security company certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Health and Human Services or any other Federal agency as set forth in 45 C.F.R. Part 76.
  17. Security company certifies that the security company is not subject to a finding for recovery under section 9.24 of the Ohio Revised Code or it has taken the appropriate remedial steps required under ORC 9.24 or otherwise qualifies under that section to contract with the Board of Stark County Commissioners.

18. Security company is subject to monitoring by SCJFS. Monitoring as defined by 5101:9-4-07 (B)(7) and (C)(8) of the Ohio Administrative Code.
19. Security company shall comply with the applicable Office of Management and Budget (OMB) circular(s), which can be found at <http://www.whitehouse.gov/omb/circulars> and Code of Federal Regulation(s) [CFR], which can be found at <http://www.govinfo.gov/help/cfr> regarding the cost principles, administrative requirements and audit authority governing this procurement.
20. Security company certifies that it agrees to cooperate with any Child Support Enforcement Agency, within the law, regarding legally establishing and enforcing child support obligations. Furthermore, security company certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3123.02 to 3123.22 of the Ohio Revised Code.
21. Security company certifies that it is in full compliance with all statutes and regulations pertaining to the Americans with Disabilities Act of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. Comprehensive General Liability Insurance coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. Said insurance must include premises/operations, contractual, independent contractors, bodily injury, property damage and personal injury coverage's. Certificates must be issued in the name of Stark County, and such limits must be maintained throughout this contract. The security company shall file a certificate of insurance for all coverage's required herein on the ACORD 25 Form (preferred and attached), and a copy of his current Workers' Compensation Certificate with the County before providing service, and shall keep such certificates current and on file with the County for the life of this contract. The security company shall comply with the Ohio Workers' Compensation Act for all of his employees engaged in work under this contract.
23. The security company shall maintain independent books, records, payroll documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs/receipts of any nature expended/received in the performance of this Agreement for a period of three (3) years after security company receives the last payment pursuant to this invitation to bid. If an audit, litigation or similar action is initiated during this time period, security company shall retain such records until the action is concluded and all issues resolved or the three (3) year period expires, whichever is later. Such records shall be subject to all reasonable times for inspection, review, or audit by duly authorized County, State and Federal personnel. It is understood that the security company is responsible for expenditures, and therefore agrees to accept responsibility for receiving and replying to state or federal audits directly related to the provisions of this Agreement. The security company also agrees to pay to SCJFS the full amount of the SCJFS' liability to Stark County or the State of Ohio resulting from said audit exceptions due to the security company's errors or omissions.
24. Security Company will provide the security guards a two way radio communication system or a satellite telephone system for communication between the posts.
25. Security Company will provide a computer at all posts which may be used to alert security of an agency emergency.

**SEE PAGE TEN (10) FOR BID FORM**



## Fair Credit Reporting Act Disclosure Statement

**Prospective security provider: Please read the following statement and complete the authorization form attached. Retain this disclosure statement for your records.**

Stark County Job & Family Services (SCJFS), when considering your candidacy for providing security services, when making a decision whether to continue using your services (if placed at an agency site), and when making other related decisions directly affecting you, may wish to obtain and use a “consumer report” from a “consumer reporting agency.” These terms are defined in the Fair Credit Reporting Act (FCRA), which applies to you. As candidate for providing security services to SCJFS, you are a “consumer” with rights under FCRA.

A “consumer reporting agency” is a person or business that, for monetary fees, dues, or on a cooperative nonprofit basis, regularly assembles or evaluates consumer credit information on consumers for the purpose of furnishing “consumer reports” to others, such as SCJFS.

A “consumer report” is any written, oral or other communication of any information by a “consumer reporting agency” bearing on a consumer’s character, general reputation, personal characteristics or mode of living which is used or collected for the purpose of serving as a factor in establishing the consumer’s eligibility for placement as a security provider. For SCJFS purposes, a consumer report will consist of a criminal background check, employment verification, reference checking, and may consist of educational verification and civil litigation records check.

If SCJFS obtains a “consumer report” about you, and if SCJFS considers any information in the “consumer report” when making a placement related decision that directly and adversely affects you, you will be notified before the decision is finalized and you will be provided with a copy of the “consumer report.” You may also contact the Federal Trade Commission about your rights under the FCRA as a “consumer” with regard to “consumer reports” and “consumer reporting agencies.”



## Stark County Job & Family Services

*A Note to prospective candidates for provision of security services:  
SCJFS has an outstanding community impact, in which we take great pride. We also take pride in the exceptionally productive and collegial environment in which we work. Because an environment of ethical behavior and mutual respect is important to us, we may ask more questions than other customers when screening candidates for providing security services. It is in that spirit that we ask that you authorize the release of background information to us. I assure you that information obtained will be kept confidential within the limits of the law.*

*Kelly J. Lockhart  
Deputy Director, Human Resources/Support Services*

### **AUTHORIZATION TO RELEASE INFORMATION**

(To be completed by candidate)

I am a serious candidate for providing security services at SCJFS. As such, I certify that the information I have provided to SCJFS both orally and in writing is accurate and complete. I authorize SCJFS and any agent acting on its behalf to confirm this information and to secure necessary information from all my employers, references, credit bureaus and academic institutions. As part of this inquiry, my complete criminal and driving records will be reviewed, civil litigation records and all records held by SCJFS will be checked. I release all of those information providers, SCJFS and any agent acting on its behalf from any and all liability arising from their giving or receiving information about my employment history, academic credentials or qualifications (except liability arising under the Fair Credit Reporting Act). I understand that this information is confidential and that disclosure of this information to me and to others will be governed by SCJFS policy and federal/state/local laws.

I also understand that I have rights under the Fair Credit Reporting Act, which has been provided to me by SCJFS. This authorization will remain in effect throughout the term of provision of security services, if placed. Any false or misleading statements I have made will be sufficient cause for rejection of my candidacy without consideration of any progressive disciplinary procedure, if placed. I have read and authorized the preceding statement.

\_\_\_\_\_  
Signature of Candidate

\_\_\_\_\_  
Date

Full Name (printed): \_\_\_\_\_

Other Last Names Used: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Current Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State Issued: \_\_\_\_\_

Other cities and states you have resided in during the past 7 years: \_\_\_\_\_

May we contact your current employer at this time? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If no, we will wait to contact your current employer last and notify you before doing so.)

**BID FORM**

TO: Board of Stark County Commissioners  
 County Office Building  
 110 Central Plaza South  
 Suite 240  
 Canton, Ohio 44702

FROM: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_

Now comes the undersigned bidder, who after having carefully examined the Invitation, Specifications, and all attachments to this bid package, hereby agrees that it will furnish the security services for Stark County Job and Family Services.

Rate per Man Hour				
	Initial Period	1st Extension	2nd Extension	3rd Extension
<b>Armed</b>	\$	\$	\$	\$
<b>Unarmed</b>	\$	\$	\$	\$

Bidder further agrees that the signing of the Bid form represents its acceptance of the terms and conditions set forth within said invitation, specifications, and all attachments of this bid package.

Bidder further agrees that if it is awarded the bid, than it shall enter into an Agreement within ten (10) days after such award and that if within ten (10) days after such award bidder fails to execute an Agreement, then the amount of its bid bond or certified check shall be forfeited to the appropriate fund of Stark County, Ohio.

Bidder states that its bid is made without any understanding or agreement with or in conjunction with any other person, agency, company, or other entity, unless expressly identified herein, that is also tendering bids hereunder.

Bidder further states that its bid is fair in all respects and that same has been made without fraud or collusion.

Bidder finally states that it has attached the following hereto:

1. Bid bond or certified check in the amount of one thousand dollars (\$1,000.00) which has been tendered as a guarantee that the bidder will, if awarded the bid, enter into a contract in a timely manner.
2. Specifications.
3. Exceptions to Specifications, if any.

FURTHER BIDDER AGATE AND SAYETH NAUGHT;

Signature Clauses:

Where Bidder is a Corporation

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Secretary

Where Bidder is a Partnership:  
(List All Partners)

\_\_\_\_\_  
Name of Partnership

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where Bidder is an Individual:  
or Sole Proprietorship

\_\_\_\_\_  
Name of Business

County of \_\_\_\_\_:  
State of Ohio:

\_\_\_\_\_

SWORN TO AND SUBSCRIBED TO, before me, a notary public, as knowing and  
voluntary act on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STARK COUNTY COMMISSIONERS

BID GUARANTY BOND SPECIFICATIONS

(An improperly executed Bond may result in a bid being rejected. Bidders should provide their Surety with these Specifications.)

\* \* \*

The bid Guaranty Bond shall be in the amount indicated in the Invitation To Bid, and executed exactly in accordance with the following specifications:

A surety company authorized to do business in Ohio shall issue Bond.

No time limited for the instituting of suit shall be added to the Bond form.

Identification of the Service/Project shall be listed on the Bond.

As Principal, the same one shall sign the Bond or two Officials authorized to sign the Agreement/Contract.

All signatures shall be original signatures. Facsimile signatures are not acceptable.

The Surety's Power of Attorney and authorization to do business in Ohio, shall be attached to the Bond.

POWER OF ATTORNEY SPECIFICATIONS

The amount of the Bond, or a sum in excess of that amount, must appear on the Power of Attorney form, to show that this is the amount for which the Attorney-in-Fact is authorized to sign the Bond...or it shall be assumed that the Attorney-in-Fact has unlimited such authority.

All signatures shall be executed in one of the following forms:

1. Power of attorney executed with original signatures;
2. A copy of the original power of attorney duly certified by proper corporate officers;
3. A duplicate power of attorney, which is a reproduction of the entire original power of attorney, produced photographically, chemically, or by other equivalent techniques that accurately reproduces the original.

Note: Blank unexecuted powers of attorney to which facsimile "rubber stamped" signatures have been affixed are not acceptable.

All dates shall be completed as indicated.



## EXHIBIT "A"

### **INSTRUCTIONS FOR SIGNING STARK COUNTY CONTRACTS (OR AGREEMENTS)**

- A. If the Bidder is a Corporation, give the State of Incorporation by adding and completing the phrase: "a Corporation organized under the Laws of \_\_\_\_\_ and qualified to do business in the State of Ohio."
- B. If the Bidder is a Partnership, give the names of the partners by adding and completing the phrase: "Co-partners trading and doing business under the firm name and style of ...."
- C. If the Bidder is an individual using a trade name, give the individual name by adding and completing the phrase: "an individual doing business under the firm name and style of ...."
- D. If the Bidder is a Joint Venture, the authorized representative of each entity must sign the Contract as appropriate under one or more of the foregoing paragraphs A, B, or C.

### **There shall be attached to the Service Agreement:**

- 1.0 If the Bidder is a Corporation:

Certified Corporate Resolution, signed by the Secretary, naming the persons authorized to sign such contracts. (See Example). Or, two Officers of the Corporation may sign the contract.

- 2.0 If Bidder is a Partnership:

A notarized statement that he is a General Partner of the Partnership and is authorized to sign for same. Or, all Partners shall sign the Contract, and a notarized statement attached by one of the Partners listing all the Partners.

- 3.0 If Bidder is a Sole Owner:

A notarized statement that he is sole Owner and is authorized to sign for his company.

- 4.0 In accordance with Section 5719.042 of the ORC:

.....If the Bidder has no delinquent personal property taxes, a "Statement of Non-Liability for Delinquent Property Taxes."

.....If Bidder has delinquent personal property taxes, a "Statement of Liability for Delinquent Personal Property Taxes."

Note: the same one or more persons signing the Service Contract shall sign Performance of Bid Guaranty Bond.

**SAMPLE**

**CORPORATE RESOLUTION**

\_\_\_\_\_, Secretary of

and \_\_\_\_\_ corporation hereby certifies that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of \_\_\_\_\_ on \_\_\_\_\_, 20\_\_, to wit:

“Resolved, that \_\_\_\_\_ of this Company, namely, \_\_\_\_\_ be and he hereby is authorized and directed to enter into any and all contracts, bid guaranty and performance bonds with the Board of Commissioners, Stark County, Ohio, for the purpose of furnishing labor and materials as to

\_\_\_\_\_

at such price and upon such terms and conditions, including any amendments or modifications thereto, as said

\_\_\_\_\_

in his sole discretion shall deem best, and that said actions shall be binding upon the corporation.

Resolved, further, that said

\_\_\_\_\_

be, and he further is hereby authorized and directed to execute and deliver unto said Board of Commissioners other instruments which in his discretion he shall deem necessary to carry out the foregoing resolution.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation at \_\_\_\_\_, \_\_\_\_\_, this

\_\_\_ day of \_\_\_\_\_, 20\_\_, and I further certify that said resolution is still in

full force and effect.

\_\_\_\_\_  
SECRETARY

BIDDER'S NAME: \_\_\_\_\_

STATE OF OHIO )  
                  ) SS:  
STARK COUNTY )

STATEMENT OF NON-LIABILITY  
FOR DELINQUENT PERSONAL  
PROPERTY TAXES

\_\_\_\_\_, BEING FIRST DULY SWORN, SAYS THAT HE HAS  
(SEE NOTE BELOW)

BEEN AWARDED A CONTRACT BY \_\_\_\_\_  
(NAME OF TAXING DISTRICT)

AFTER COMPETITIVE BIDDING; AND THAT AT THE TIME OF THE SUBMISSION OF  
SAID BID SAID AFFIANT WAS NOT CHARGED WITH ANY DELINQUENT PERSONAL  
PROPERTY TAX ON THE GENERAL TAX LIST OF PERSONAL PROPERTY OF  
STARK COUNTY.

\_\_\_\_\_  
(SEE NOTE BELOW)

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

NOTE: WHERE AN INDIVIDUAL HAS SUBMITTED A BID, THE NAME OF THE  
INDIVIDUAL SHOULD APPEAR HERE. WHERE AN INDIVIDUAL SIGNS FOR A  
PARTNERSHIP THE NAME OF THE PARTNER SIGNING FOR THE PARTNERSHIP  
SHOULD APPEAR TOGETHER WITH THE NAME OF THE PARTNERSHIP. WHERE  
A CORPORATION HAS SUBMITTED A BID, THE NAME OF THE OFFICER, HIS  
POSITION AND THE NAME OF THE CORPORATION SHOULD APPEAR.







## GENERAL TERMS AND CONDITIONS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any general provisions hereinafter set forth.
2. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
3. All exceptions to the specifications must be clearly defined in supplemental information submitted with the bid. Descriptive literature to be included where applicable.
4. Errors or omissions could result in your bid being declared "invalid."
5. Bids must be submitted on the forms provided. **No others will be accepted.** All entries must be typewritten or if written, must be styled in printing clearly and legibly in ink. Be sure to sign the original bid in ink and return in a sealed envelope with the furnished label properly affixed and bid information noted.
6. Verbal instructions given by any of the Officers, Agents, or Employees of the County shall not be binding upon the County. Instructions in writing only, from the Purchasing Department of the Stark County Commissioners (BOARD) shall be binding.
7. Bidders must submit an affidavit in conformance with ORC Section 5719.042 as to the non-liability or liability for personal property taxes in Stark County and non-collusion affidavit (samples enclosed).
8. The Stark County Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities in the bids received and to award by item or total or any combination of bids which is deemed most favorable to the County.
9. SERVICE PROVIDER shall maintain Comprehensive General liability insurance and shall provide the BOARD with a properly executed Certificate of Insurance with 120 days cancellation notice in favor of the BOARD.
10. The SERVICE PROVIDER shall agree to hold harmless and indemnify the BOARD and SCJFS from and against any liability, loss, damage, cost and expense which they may suffer from any claim, demand, action, suit or cause of action which may be made or had against them by reason of negligence on the part of the SERVICE PROVIDER, its agents, servants, or employees.
11. SERVICE PROVIDER will submit to SCJFS, for the BOARD, copies of licenses, registrations, or certifications which will serve to demonstrate to Authorities, the qualifications of said SERVICE PROVIDER and/or its employees.
12. The successful bidder shall execute an Agreement in accordance with Instructions for Signing Stark County Contracts (or Agreements) attached as Exhibit "A."
13. The BOARD reserves the right to cancel the Agreement for such service by 30 days advance written notice. If the SERVICE PROVIDER wishes to cancel the Agreement, it shall do so only if it first gives 90 days advance written notice of its intent to cancel to the BOARD.
14. Each bid must be executed upon the Bid Form furnished with the attached specifications.