

**REQUEST FOR PROPOSAL
FOR
MATERIAL: ASPHALT (2024)
RICHLAND COUNTY, OHIO**

Agency Requesting Proposal

RICHLAND COUNTY ENGINEER

On behalf of the

RICHLAND COUNTY BOARD OF COMMISSIONERS

Agency Preparing Proposal Document:

RICHLAND COUNTY ENGINEER

77 N Mulberry Street
Mansfield, Ohio 44902

419-774-5591

24001

TABLE OF CONTENTS

1. Legal Notice
2. Instructions to Offeror
3. Supplemental Instructions to Offeror
4. Proposal Form
5. Offerors Checklist
6. Vendors Acceptance
7. Non-Collusion Affidavit
8. Agreement
9. Affirmative Action Certification
10. Non-Discrimination and EEO Affidavit
11. Delinquent Personal Property Tax Affidavit
12. General Conditions
13. Supplementary Conditions
14. Specifications

LEGAL NOTICE
Notice to Offerors

Separate sealed proposals for MATERIAL – ASPHALT (2024), RICHLAND COUNTY, OHIO will be received by the Richland County Board of Commissioners, at the Office of the County Engineer, 77 N. Mulberry St, Mansfield, Ohio 44902 UNTIL 10:00 AM LOCAL TIME on May 2, 2024. Proposals received after this time will not be accepted.

Proposals shall be to supply and furnish Asphalt Material in accordance with the specifications, which will be available at the Richland County Engineer's Office, 77 N. Mulberry St, Mansfield, OH, 44902 or by visiting rcengineer.com. Proposals must be signed by a responsible officer of the company and submitted in a sealed envelope marked Asphalt Material, 2024. A proposal bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of Five Hundred dollars (\$500.00), payable to Richland County Board of Commissioners, shall accompany each proposal as a guarantee that if a contract is awarded, a contract shall be entered into and its performance properly secured by the offeror.

Contract(s) will be awarded on the basis of ORC 307.862, Competitive sealed proposals – procedure.

This notice will also be posted online at www.rcengineer.com, under the “projects – currently bidding” tab.

By: Board of Richland County Commissioners
Stacey L. Crall, Clerk

Advertise: April 16, 2024 and online at www.rcengineer.com

INSTRUCTIONS TO OFFEROR

1. Receipt of Proposal/Proposal Opening

All offerors shall submit a complete, sealed proposal following the procedure outlined in this Request for Proposal no later than Thursday, May 2, 2024, at 10:00 a.m. to the Office of the Richland County Engineer, 77 N. Mulberry St, Mansfield, Ohio 44902. All sealed proposals received after this time and date, for any reason, will be rejected.

2. Legal Framework

This Request for Proposal (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

3. Proposal Security Requirement

A proposal bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of Five Hundred dollars (\$500.00) payable to Richland County Board of Commissioners shall accompany each proposal as a guarantee that, if a proposal is accepted, a RFP shall be entered into and its performance properly secured. Said proposal security must be included with each RFP or the RFP will be disqualified (ORC 307.88). Said RFP security will be returned to all successful and unsuccessful offerors within thirty (30) days of execution of a contract unless otherwise notified.

4. Preparation and Submission of Proposal

By submitting a RFP, the offeror shall be held accountable to know all terms, conditions and specifications under which this RFP will be performed. This includes, but is not limited to, the contents of all RFP documents, applicable laws and regulations, and the characteristics of any work sites or inside/outside delivery sites.

Each RFP shall be submitted in a clearly marked sealed container or envelope showing the company name, company address, Project Title, the date and time of the RFP opening. All RFPs must be delivered to:

Richland County Engineer
77 N. Mulberry St.
Mansfield, Ohio 44902

The offeror shall submit the RFP on the prescribed forms. All blanks spaces for proposal process shall be filled in, in ink or typewritten.

Each proposal shall contain the following RFP documents signed by the legally authorized company representative:

- a. Proposal Security - The proposal security is mandatory. An offeror will be disqualified if the proposal security is not submitted.
- b. Proposal Form
- c. Vendor Acceptance

The offeror shall submit any other documents or materials required in the proposal instructions with the proposal.

Oral, telegraphic or faxed proposals are unacceptable.

Late proposals - Sealed proposals received after the specified date and time will be considered late and will not be opened.

Materials - All materials in the RFP will become the property of the Owner may be returned only at the Owner's discretion. Pursuant to Ohio Revised Code Section 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

Signature of Offerors - The firm, corporate, or individual name of the offeror must be signed in ink in the blank spaces provided for signatures on the RFP documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as" or "sole owner". When the offeror is a firm, the representative signing the firm's name shall also state the names of the individuals composing the firm. If the offeror is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each proposal shall contain the address to which notice of the award of the contract may be mailed or delivered by the Owner.

5. Proposal Alterations/ Addenda Prior to Proposal Opening

- a. No alterations or exceptions to the specifications contained herein are permitted by the contractor unless an addendum is issued by the Richland County Engineer to all offerors that have received an RFP.
- b. During the proposal process, the Owner may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The Owner reserves the right to postpone the proposal opening to issue addenda.
- c. Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process, or specifications in writing by:
 - (1) Regular mail or personal delivery to The Richland County Engineer:
ATTN: Adam Gove
77 N. Mulberry St.
Mansfield, Ohio 44902
Telephone: (419) 774-5591
 - (2) Fax to:
Adam Gove
Richland County Engineer Fax: (419) 774-5539
 - (3) Email: agove@rcengineer.com

The offeror shall submit said written request no later than seven (7) days prior to the proposal opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning the RFP prior to proposal opening shall be furnished promptly to all other prospective offerors as an addendum, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

6. Brand Names/Substitutions

There are no Brand Names or Substitutions for this contract.

7. Procedure for Ranking of Proposals/Award of Contract

- a. The County Engineer will open proposals that it receives in a manner that prevents the disclosure of contents of competing offers to competing offerors;
- b. The following factors and criteria will be used to evaluate each timely submitted proposal. The factors and criteria are listed in order of relative importance with the first listed factor as being the most important: responsiveness to all material proposal specifications, price, location of FOB plant, experience of offeror, conduct and performance on previous contracts, and the ability to execute the contract properly.
- c. The County Engineer shall rank each proposal using the above referenced factors and criteria.
- d. The Engineer, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and accord fair and equal treatment with respect to any opportunity for discussion with offerors to provide any clarification, correction, or revision of proposals;
- e. If the Engineer determines that discussions as described above are necessary, the Engineer shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions;
- f. The Engineer/County Commissioners may negotiate with the offeror who submits the proposal that the Engineer determines is the most advantageous to the county based on the rankings performed by the Engineer and including any adjustment to those rankings based on above described discussions;
- g. The Engineer/Commissioners shall conduct negotiations with only one offeror at a time;
- h. Except as provided below in these Instructions to Offerors, the Commissioners shall award a contract as provided herein.

8. Contractor's Qualifications

- a. The Owner may make such investigations as the Owner deems necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- b. The offeror shall submit a completed Experience Record with the proposal. The references shall include the following information: Company Name, Company Address, Contact Name and Phone Number.

9. Withdrawal of Proposal

Offerors may withdraw their proposals at any time prior to the award of the contract.

10. Award of Contract

The Owner may award a contract to the offeror whose proposal is determined to be the most advantageous to the county, taking into consideration the evaluation factors and criteria developed by the Owner, and set forth in the request for proposals. The Owner may award a contract in whole or in part to one or more offerors. The Owner shall include a written statement in the contract file stating the basis on which the award is made. The Owner shall send a written notice to the offeror to whom it wishes to award the contract and shall make that notice available to the public. Within a reasonable time period after the award is made, the Owner shall notify all other offerors that the contract has been awarded to another offeror.

Due to the varied work locations and times of the County Highway Department, the Owner may award a contract to more than one offeror. An award of contract does not guarantee that the offeror will receive a purchase order during the term of the contract.

11. Waiver of Technical Deviations

The Owner may waive any minor infractions of the instruction to offerors, immaterial deviations from the RFP, or any technical deviations from the RFP that do not affect proposal amount or give an offeror an unfair competitive advantage.

12. Rejection of Proposals

- a. The Owner reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the Owner considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the Owner.
- b. The Owner reserves the right to reject, in whole or in part, any proposal that the Owner has determined, using the factors and criteria the Owner develops pursuant to ORC 307.862(A)(1) and would not be in the best interest of the county.
- c. The Owner may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

13. The following RFP documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit
- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate

14. Vendor Acceptance

The Offeror shall submit a signed Vendor Acceptance form and submit with your proposal. The Vendor Acceptance form must be signed by a legally authorized representative.

15. Termination of Negotiation

The Owner may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith. If the Owner terminates negotiations with an offeror, the Owner shall negotiate with the offeror whose proposal is ranked the next most advantageous to the county, according to the factors and criteria developed by the Owner.

16. Public Records

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

17. Cancel or Reissue of Request for Proposal

The Owner may cancel or reissue a RFP if any of the following apply:

- a. The supplies or services offered through all of the proposals submitted to the Owner are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP.
- b. The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the Owner.
- c. The Owner determines that award of a contract would not be in the best interest of the county.

SUPPLEMENTAL INSTRUCTIONS

1. Response Form

The proposal response form must be submitted with the proposal. It must be submitted on the proposal form supplied or on company letterhead.

2. Pricing

The pricing portion must be submitted with the proposal. It must be submitted on the proposal form supplied or on company letterhead.

The price submitted shall be the Price per Ton of Asphalt Material supplied at the offeror FOB plant.

Proposal prices will be in effect for the duration of the contract and any renewals.

3. Quantity

The Owner expects to order approximately 5,000 Tons of ODOT 441, Asphalt Concrete Surface Course, Type 1, PG64-22, and approximately 2,500 Tons of ODOT 301, Asphalt Concrete Base. Actual purchases under this contract may exceed or be less than the estimated requirements furnished by the Owner during the bidding process. The Owner does not obligate itself to purchase said estimated requirements.

PROPOSAL FORM
EXPERIENCE RECORD

The offeror is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give references and such other detailed information as will enable the Owner to judge this responsibility experience, skill and financial standing. Proposals from Contractors inexperienced in this particular type of work may not be considered.

Offeror: _____

Address: _____

Authorized Signature: _____

Title: _____

PROPOSAL FORM
RESPONSE

ODOT 441	Asphalt Concrete Surface Course Type 1, PG64-22 FOB @ Supplier's Plant	\$ _____/ton
ODOT 301	Asphalt Concrete Base FOB @ Supplier's Plant	\$ _____/ton

Location of Supplier's Plant: _____
Street Address

Note: see Supplemental Instructions for approximate quantities.

Offeror: _____

Address: _____

Authorized Signature: _____

Title: _____

PROPOSAL FORM
OFFERORS CHECKLIST

- _____ Proposal Form *
- _____ Experience Record
- _____ Proposal Bond, Certified Check, Cashier's Check, or Money Order
- _____ Vendor Acceptance *
- _____ All items must be submitted in a sealed envelope showing the company name, marked Richland County Asphalt Material (2024), and the date and time of the proposal opening

* Must be submitted with a signature by a responsible officer of the company

VENDOR ACCEPTANCE
(Must return with proposal)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the proposal.

Name of Authorizing Officer: _____

Title: _____

Name of Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

I, _____, (print or type name)

accept the format and technical specifications as outlined in this proposal for MATERIAL – ASPHALT (2024), for RICHLAND COUNTY, OHIO, and am proposing an appropriate proposal which will meet its mandatory requirements. It is my understanding that my proposal, if accepted, will become part of the contract.

Vendor Authorized Signature

Date

Witness Signature

Date

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

Notary Public
My Commission expires _____

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that they

are the _____ or authorized representative of _____ the party making the forgoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a shame proposal, or that any one shall refrain from proposal; that said offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all standards contained in such proposal are true; and further, that said offeror has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or person as have a partnership or other financial interest with said offeror in has general business.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____(Seal)

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT:

Made as of the _____ day of _____ in the year of Two-thousand and twenty-four (2024).

BETWEEN THE OWNER: The Owner is composed of the following Contracting Authorities:

**Richland County Commissioners
Administration Building
50 Park Avenue East, Mansfield, OH 44902**

And the CONTRACTOR:

TYPE OF SERVICE: ASPHALT MATERIAL SUPPLY

The **OWNER** and the **CONTRACTOR** agree as set forth below:

Article 1 Contract Documents

The contract documents, which comprise the entire agreement between OWNER and the CONTRACTOR, consists of the following:

- 1.1 This agreement;
- 1.2 General Conditions
- 1.3 Supplementary Conditions
- 1.4 Specifications
- 1.5 Addenda (if any)
- 1.6 Proposal Form
- 1.7 Experience Record
- 1.8 Instructions to Offeror
- 1.9 Supplemental Instructions to Offeror
- 1.10 Unresolved Debt Affidavit
- 1.11 Vendor Acceptance
- 1.12 Affirmative Action Certification
- 1.13 Delinquent Personal Property Tax Affidavit
- 1.14 Non-Collusion Affidavit
- 1.15 Non-Discrimination and Equal Employment Opportunity Affidavit
- 1.16 Certificate of Insurance
- 1.17 Bureau of Workers Compensation Certificate

Article 2 Payment

Payment (for accepted quantities delivered to the County) shall be made at the Contract Unit Price provided by the Bidder on the PROPOSAL FORM, multiplied by the quantity delivered and accepted as shown on approved Weight Tickets.

Article 3 Performance by Contractor

The Contractor shall provide all goods, equipment, materials, supplies, and products and shall perform all services in accordance with the contract documents.

Article 4 Warranties and Representations

In addition to any warranties, provided by law, the Contractor represents and warrants that the goods, equipment, materials, supplies, products and/or service, shall meet all conditions, requirements and specifications as provided for in the contract documents.

Article 5 Termination for Cause

- a. In the event of default by the Contractor, the Contracting Authority may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) the provision of defective goods, equipment, materials, supplies or products,
 - (2) failure to furnish goods, equipment, materials, supplies or products in accordance with the standards required by the contract documents,
 - (3) the quality of goods, equipment, materials, supplies or products fails to meet acceptable commercial standards,

- (4) failure to keep adequate inventory,
 - (5) failure to deliver goods, equipment, materials, supplies or products in accordance with the contract documents,
 - (6) failure to perform services in accordance with the contract documents,
 - (7) failure by the key representative to perform his/her duties in accordance with the Contract documents,
 - (8) nonperformance by contractor of any terms, conditions or provisions of this contract,
 - (9) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (10) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.
- c. In the event THE Contracting Authority consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The Contracting Authority shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the Contracting Authority all costs and expenses, including (but not limited to) attorney's fees, incurred by the Contracting Authority in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

The Richland County Board of Commissioners
(Owner)

(Witness)

By: _____

(Date)

(Contractor)

Date: _____

By: _____

Title: _____

Address: _____

RECOMMENDED:

Richland County Engineer

Date

PROSECUTOR'S APPROVAL

I hereby approve the form of the foregoing contract.

Richland County Prosecutor

Date

AUDITOR CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment of expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the proper Fund and is free from any obligation or certificate now outstanding.

Richland County Auditor

Date

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that _____
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Board of Richland County Commissioners.

If _____ is found to have
(Name of Contractor)

the lowest responsive and responsible offeror, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, national origin, age, military status, disability, or ancestry.

_____ an authorized
(Name and Title)

official of _____ is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Official's Signature

Date

This certification becomes part of the resultant contract.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says

that they are _____
(President, Secretary, etc.)

of _____, the party who made the foregoing proposals; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the proposals and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best offeror under the foregoing proposals, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

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

Notary Public

My Commission expires _____, 20_____. (Seal)

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Subject: ASPHALT MATERIAL (2024)

Department: COUNTY COMMISSIONERS/COUNTY ENGINEER

State of _____ County of _____, ss:

_____ being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,
(Address of Vendor)

and as its duly authorized representative states that effective this ____ day of _____, 20____,

- () is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

County Amount (Include total amount and any penalties and interest thereon)

Richland		
_____	\$	_____
_____	\$	_____
_____	\$	_____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20_____.

(Notary Public)

My Commission expires _____, 20_____(Seal)

GENERAL CONDITIONS

1. Billing Features

- a) The Contractor shall send a monthly invoice for supplied materials by mail or e-mail.
- b) The monthly invoice shall identify the following:
 - (1) Department name
 - (2) Department address
 - (3) Invoice number and date
 - (4) Itemized description of charges, including supply ticket #, weight, and unit cost
 - (5) Total billing charges
 - (6) Any additional charges not listed above
- c) **The Owner shall not pay late fees.**

2. Taxes

The Owner shall not pay Local, State, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

3. Permits/Codes

The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or offeror shall have obtained a legal waiver.

4. Delivery of Goods

Delivery shall be to Richland County trucks or to an authorized County hauling contractor at the Offeror's designated plant.

5. Non-Acceptance of Supplies

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the Owner.

6. Performance Requirements

The Owner may reject any material that fails to conform in all respects to the specifications. A representative or agent of the Owner shall contact the contractor by telephone within 24 (twenty-four) hours after delivery of the rejected material with the reason for rejection. If the Contractor does not perform in accordance with the specifications of the contract, it shall be considered breach of contract for non-performance and may result in a claim against the Contractor for all costs and damages to procure like items in the open market.

7. Force Majeure Clause

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

8. Placement of Orders

A representative or agent of the Owner shall directly place orders with the Contractor.

9. Estimated Requirements

Actual purchases under this contract may exceed or be less than the estimated requirements furnished by the Owner during the bidding process. The Owner does not obligate itself to purchase said estimated requirements. Said estimated requirements are stated to give potential bidders a range or approximation of what the Owner's purchases could possibly be during the contract.

10. Order Entry/Internet

The ordering process must be simple and convenient. The contractor shall be able to accommodate order entry by telephone or fax Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m., excluding County holidays.

The Contractor may have available internet ordering for the use of the Owner.

11. Contract Administration

The Richland County Engineer will administer the contract.

12. Equal Opportunity Provisions Required

The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;
- b. That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

13. Title VI of the Civil Rights Act

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

14. Affirmative Action Certification

The Contractor shall complete and provide to the Owner an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.

15. Non-Collusion Affidavit

The Contractor shall complete and provide to the Owner an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid.

This affidavit shall be on the form, attached hereto and delivered by the Contractor to the County Engineer prior to execution of the contract.

16. Personal Property Tax Affidavit

The Contractor shall complete and provide to the Owner a Personal Property Tax Affidavit in compliance with ORC Section 5719.042. In the event, the Contractor has delinquent personal property taxes within Richland County, the Owner may not award a contract to the Contractor.

17. Insurance Requirements

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to the Owner prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Board of Commissioners as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the Owner with a new Certificate of Insurance.

Workers' Compensation Coverage: as required by law.

Comprehensive Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused occurrence, and rising out of ownership, maintenance or use of any automobile.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to, or destruction of property caused by occurrence and rising out of ownership, maintenance or the use of any automobile.

18. Indemnification

The Contractor agrees to indemnify and hold harmless the Owner, its agents, employees or any other person against loss or expense including attorney's fees, by reason of any liability imposed by law upon the Owner, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Owner, its employees or agents or any other person. In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the Owner, the Contractor expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Contractor shall (at the Option of the Owner) defend the Owner with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

19. Federal, State and Local Laws

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of the contract, including applicable state and Federal laws regarding drug-free work places. The Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

20. Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

21. Amendment

The Owner and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the Owner and the Contractor each agrees to such amendment in writing.

22. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Owner. All persons employed by the contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the Owner.

23. Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

24. Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

25. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract

documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

26. Controlling Law

This contract shall be governed by the law of the State of Ohio.

27. Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the Owner's record retention schedules. The Contractor shall remove and destroy said records in accordance with state and federal law governing public records and the Owner's retention schedules.

28. Unresolved Debt Affidavit

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.

SUPPLEMENTARY CONDITIONS

1. Contract Term

Materials to be purchased under this contract shall be available from the date of the execution of this agreement and shall extend to **November 15, 2024**.

2. Specifications

Materials supplied shall be in accordance with the 2019 edition of the State of Ohio, Department of Transportation Construction and Material Specifications except as modified or expanded herein.

SPECIFICATIONS - MATERIAL: ASPHALT CONCRETE 2024

PART 1 GENERAL

1.1 REFERENCE

- A. All applicable requirements of other portions of the Contract Documents apply to the Work of this Section.

1.2 DESCRIPTION OF WORK

- A. Work of this Section includes, but is not limited to, furnishing and supplying the following:
 - 1. Asphalt Concrete Base Course (ODOT 301)
 - 2. Asphalt Concrete Surface Course (ODOT 441, Type 1, PG 64-22)

1.3 QUANTITY ASSURANCE

- A. Standards
 - 1. References to ODOT Specifications are to the 2023 edition of the “State of Ohio Department of Transportation Construction and Material Specifications” and all applicable Supplementals.
 - 2. Applicable Sections of the American Association of State Highway and Transportation Officials (AASHTO) Standards shall apply to the materials specified herein.

PART 2 MATERIALS

2.1 PRODUCTS

- A. Bituminous Materials
 - 1. Asphalt Cement for **Asphalt Concrete**.
 - a. Shall conform to AASHTO Specification M226 (Table 2) **and** shall be currently ODOT approved (702.01).
 - b. Asphalt Cement shall be incorporated in the Asphalt Concrete at a rate directed by ODOT Specification 441.02, as appropriate.
- B. Aggregates
 - 1. For **Asphalt Concrete Surface Course (441 Type 1, PG64-22)**. Aggregate shall consist of crushed limestone **and** shall conform to ODOT Specification 441.02, modified as follows:
 - a. The use of RAP is permitted, up to 10% by dry weight of mix, no RAS permitted;
 - b. Course Aggregate shall be crushed limestone.
- C. Asphalt Concrete
 - 1. Asphalt Concrete shall be ODOT approved (441 Type 1, PG64-22).
 - 2. Asphalt Concrete shall be delivered to Richland County trucks at a temperature of 310 degrees Fahrenheit (154 degrees C.)

PART 3 EXECUTION

3.1 EQUIPMENT

- A. Mixing Plants used in the preparation of Asphalt Concrete shall conform to the requirements of ODOT Specification 402.

3.2 PRODUCT HANDLING

A. F.O.B. Contractor's Plant

1. The Bidder shall deliver all materials to Richland County trucks in a safe manner, without damage. Individual delivery quantities shall be as determined by the **Owners**.
2. Delivery shall be made at the Contractor's Plant identified in the Contract Documents.

3.3 DELIVERY

A. F.O.B. Contractor's Plant

1. Delivery shall be to Richland County trucks at the Contractor's Plant in accordance with a verbal or written Release Order provided by the Richland County Highway Superintendent or other authorized representative of the Engineer.
2. Alternate delivery will be to hauling contractors, retained and paid for by the **Owner**. Alternative delivery shall be on a written Release Order provided by the Owner.
3. The Contractor shall provide a printed "Weight Ticket" for each delivery received by Richland County **or** by contract carrier retained by the **Owner**.
4. Tare weights for alternative delivery shall be provided by the hauling contractor or determined by the **Contractor**, at the Contractor's option.

SPECIFICATIONS - TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 DESCRIPTION

A. Work Included

1. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the Work.
2. Provide such other testing and inspecting, as are specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

B. Related Work

1. Requirements for testing may be described in various Sections of these Specifications.
2. Where no testing requirements are described, but the Owner decides that testing is required, the Owner may require such testing to be performed under current pertinent standards for testing. Payment for such testing will be made as described in this Section.

C. Work Not Included

1. Selection of Testing Laboratory

- a. The Owner will select a prequalified, independent testing laboratory.
- b. The Owner will pay for all services of the testing laboratory, as further described in Article 2.1 of this Section.

1.2 QUALITY ASSURANCE

- A. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.
- B. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials (ASTM).

1.3 QUALITY CONTROL

- A. Comply with pertinent provisions of other Sections of this Specification.
- B. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in the progress of the Work.
- C. The Contractor shall designate a responsible individual, whose duty it shall be to coordinate work schedules with the Owner and/or the testing laboratory.
- D. The Contractor shall furnish samples of materials, as required, for laboratory analysis at no cost to the County.

PART 2 PRODUCTS

2.1 TESTING

A. Initial Testing Services

1. The Owner shall employ an independent testing lab to assure compliance with the 2023 edition of the "State of Ohio, Department of Transportation Construction and Material Specifications".
2. Testing outside the control limits set forth in the Specifications shall be reported to the plant and corrective action taken. Should the moving average fall outside of the warning band after adjustments, production will cease until proof of compliance is given to the Engineer or his representative.

B. Retesting

1. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting will be required. Cost of retesting will be deducted by the Owner from the Contract Sum of each item.

2.2 MISCELLANEOUS MATERIALS

- A. Inspecting and testing, performed exclusively for the Contractor's convenience, shall be the sole responsibility of the Contractor.

PART 3 EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

- A. Representatives of the Owner and/or the testing laboratory shall have access to all locations where the Work is in progress, including contractor's plant and material storage areas.

3.2 TAKING SPECIMENS

- A. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. The testing laboratory will provide all sampling equipment and personnel. The testing laboratory will perform all deliveries of specimens and samples to the testing laboratory.
- B. Inspection shall include periodic sampling of materials incorporated in the Work. The Contractor shall restore voids in the finished work resulting from sampling.

3.3 SCHEDULES FOR TESTING

A. Establishing Schedule

1. By advanced discussion with the testing laboratory selected by the Owner, the Contractor shall give the laboratory adequate time to perform its tests and to issue each of its findings.

B. Revising the Schedule

1. When changes of the construction schedule are necessary during construction, the Contractor shall coordinate all such changes with the testing laboratory.

C. Adherence to the Schedule

1. When the testing laboratory is ready to test (according to the established schedule), but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be charged to the Contractor and not to the County.