



**The City of Moraine**  
progress through unity

**SPECIFICATIONS & CONTRACT  
DOCUMENTS FOR**

**PRINTING & MAILING  
THE MORaine MESSENGER**

**CITY OF MORaine, OHIO  
MONTGOMERY COUNTY  
2016**



## **Legal Notice Advertisement for Bids**

The City of Moraine will receive sealed bid proposals for **PRINTING & MAILING THE MORaine MESSENGER** until *Tuesday, September 20* at *10:00 a.m.* local time, at the Moraine Municipal Building, 4200 Dryden Road, Moraine, Ohio, at which time and place they will be publicly opened and read aloud.

The Contract will be effective for a period of two (2) years with 2 one-year optional extensions. The starting date will begin with the January 2017 issue. Copies of the Contract documents and specifications will be available for review at the Manager's Office. Electronic copies may be obtained at no charge.

**A pre-bid meeting will be held at the Moraine Municipal Building Tuesday, September 13, 2016 at 10:00 a.m. Any questions after 5:00 p.m. on Tuesday, September 13, 2016, will NOT be answered.**

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David D. Hicks, City Manager

Dayton Daily News Advertised: *Tuesday, September 6, 2016*  
*Tuesday, September 13, 2016*



## Instructions and General Information to Contractors

### 1. Pre-Bid Meeting

#### a. Non-Mandatory Pre-Bid Meeting

A pre-bid meeting will be held on at the Moraine Municipal Building on Tuesday, September 13, 2016 at 10:00 a.m.

- b. The purpose of this meeting is to assist prospective contractors in the full understanding of the bid documents so that contractors are confident in submitting an appropriate proposal; therefore, at this conference, City of Moraine will conduct an overview of the bid documents, including attachments. Because the purpose of this meeting is to review the bid documents, attendees should bring a copy of the bid documents to this meeting. Questions concerning the contents of the project and procedural aspects of the bid will be answered at this time; however, it may require that some questions be delivered in writing prior to a response. Any questions not answered during the meeting will be responded to in writing and an addendum posted on City's website: [www.ci.moraine.oh.us](http://www.ci.moraine.oh.us). All prospective contractors are encouraged to attend.
- c. Prospective bidder desiring any explanation or interpretation of the solicitation must request it at least seven (7) calendar days before the proposal submittal deadline. The request must be addressed to Kim Wallace, City Manager's Secretary, City of Moraine, 4200 Dryden Road, Moraine, OH 45439 or [kwallace@moraineoh.org](mailto:kwallace@moraineoh.org). Any information given to a prospective proposer about this solicitation will be furnished to all other prospective proposers as a written amendment to the solicitation.

### 2. Bid Submission

#### a. Bid Submittal Deadline:

Tuesday, September 20 at 10:00 a.m. at City of Moraine Municipal Building, 4200 Dryden Road, Moraine, OH 45439

#### b. Addressing Envelope

Bids must be received in a sealed envelope marked "Printing & Mailing Moraine Messenger" and must contain the full name and address of the Contractor, along with a telephone number and email address at which the Contractor may be contacted.

#### c. Late submissions will not be accepted.

**d. Include in Bid Submission**

Bids must include the Contractor furnishing all necessary equipment, labor, material, and supervision for a period of two (2) years with 2 one-year optional extensions in accordance with the attached specifications.

**3. Completion of Bids**

- a. Only Bids properly completed on the provided proposal sheets will be accepted. All forms and documents must be signed where indicated by the officer or agent of the Contractor as authorized. The signature indicates that the terms and conditions of the proposed Contract have been read and understood.
- b. Contractors are cautioned to carefully examine the specifications and information set forth and also to note carefully any regulation governing hours of work, minimum wage to be paid, insurance requirements, etc., all of which form part of this proposal and/or Contract the same as if they were written herein.
- c. No modification of a proposal will be permitted after it has been submitted, but a Contractor may withdraw his proposal unopened prior to the time set for the opening of Bids upon written request filed with the City Manager.
- d. The Contractor shall utilize the form provided for submitting the Bid.
- e. We have two years with 2 one-year optional extensions and Contractors are required to complete each Bids.
- f. All actual postage costs for the mailing of publication will be charged back to the City of Moraine, via an invoice, by the selected bidder.

**4. Surety**

**a. Security (Bid) Bond**

Each Bid must be accompanied by a security bond issued by a bonding company authorized to do business in the State of Ohio, or by a certified check on a solvent bank in the amount of ten percent (10%) of the amount of the submitted proposal. Bid bond payable to the City of Moraine, Ohio, as a guarantee that if the Bid is accepted, a Contract will be entered into and the performance of the same is properly secured. The City will determine the sufficiency of the surety. Security Bonds will be returned to the Contractors as soon as the purpose for which given has been fulfilled.

**5. Performance Bond**

The Contractor to whom an award is made shall furnish a bond or certified check drawn on a solvent bank and in the case of a bond, one issued by a surety licensed by the State of Ohio as a surety, payable to the City of Moraine, Ohio, in the amount of one hundred percent of the Bid price for one year as a guarantee for the faithful performance of the contract. The bond shall be renewed each year thereafter and submitted to the City no less than thirty-days (30) prior to the start of the new term. The City will determine the sufficiency of the surety.

## **6. Rejection of Bids**

- a. The City reserves the right to waive informalities, to reject any or all Bids in whole or part, or to accept any Bid, which may be deemed to be in the best interest of the City of Moraine.

## **7. Substitutions**

- a. Bidders interested in providing an alternative proposal should attach a sheet of paper and describe in detail how the process would function.
- b. The City has no obligation to accept the Contractors proposed substitutions.

## **8. Evaluation of Proposals**

- a. Subject to the right of the City to reject any or all bids. The City will award the Contract to the Bidder submitting the lowest and/or best bid, and taking into consideration any accepted alternates. The City, in its sole discretion, will determine whether a bidder is the lowest and/or best bidder.
- b. In the case of rejection of all proposals, the City reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the City, the best interest of City will be promoted.
- c. The Bidder's work history, including experience, conduct and performance on previous contracts, and under other names, management skills, and ability to execute the contract properly. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects, which are comparable to or larger than the City's project. The Bidder authorizes the City to contact prior and existing clients of the Bidder regarding the Bidder's performance.
- d. The City of Moraine is seeking a qualified print, binding and mailing contractor, to furnish all management, operations, labor, equipment, goods, and supplies necessary to print and deliver the Moraine Messenger publication. The awarded contractor shall also provide printing, binding and delivery service including mailing permit, which will offer the maximum benefit to the City under the scope of this bid.
- e. The Bidder's financial condition. The Owner may consider, without limitation, the bidder's financial ability to complete the Contract successfully
- f. The qualifications and experience of the Bidder's work force proposed to be used to complete the project.
- g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to Occupational Safety and Health Act, and the State of Ohio's Equal Employment Opportunity Commission requirements, as applicable.

## **9. General**

- a. This bid contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive bid.

- b. Submissions will be held in confidence until the bid opening.
- c. In case of discrepancy in computing the amount of the Bid, prices quoted will govern.

## **10. Liability**

- a. The Contractor agrees to indemnify the City against all claims for damages or injuries arising out of the operations and to obtain the necessary insurance as outlined herein.
  - i. Commercial General Liability-Bodily and Property Damages \$1,000,000 Combined Single Limit, with \$1,000,000 aggregate.
  - ii. Commercial Automobile Liability-Bodily and Property Damages \$1,000,000 combined single limit.
  - iii. Contractual Liability Insurance \$1,000,000.
- b. In addition to furnishing the insurance coverage above described, the Contractor shall produce satisfactory evidence to the City Manager before starting any work under this Contract that all of its employees are protected by Workers' Compensation under and in accordance with the laws of the State of Ohio, and shall make all premium payments promptly so as to maintain such protection in full force and effect during the term of this Contract.
- c. The Contractor further agrees that in the event of any civil liability occurring by reason of this agreement, that Contractor will hold the City of Moraine harmless from any and all claims for damages for any reason whatsoever arising in any manner by reason of the action and conduct, whether negligent or otherwise, on the part of the Contractor, and will indemnify and hold harmless the said City from any and all claims, damages and suits, either in law, equity or otherwise. In the event of litigation arising by reason of this agreement as to actions of the Contractor, the City reserves the right to select its own Counsel for its own defense in any negotiations or trial of lawsuits or settlement thereof, and the cost of the same shall be paid by the Contractor.
- d. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national ethnic origin, age or handicap. The Contractor will 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 handicap. Such action will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees, and applicants for employment, notices setting forth the provisions of this non-discrimination clause. All Americans with Disabilities Act requirements shall be adhered to and reasonable accommodations made.

**Bid Specifications**  
**Alternative A (Monthly)**

1. Number of issues for the Moraine Messenger (monthly publication) will be a total of twenty-four (24) for this contract. The first monthly published Moraine Messenger will begin with the January 2017 issue.
2. This Contract shall be for not less than two (2) years, with the City reserving the right to re-bid a new Contract after a probationary period of six (6) months. The City shall also have the right to extend the Contract for two one-year optional extensions.
3. **Approximately 3,850 printed document from a digital printer.**
4. Moraine Messenger is created in Adobe's InDesign CS6 in conjunction with Photoshop CS6.
5. Four color process on the entire document.
6. Paper weight: Four Outside Pages - 100 gloss text; Inside Pages - 80 gloss text.
7. The City of Moraine may use unlimited amount of photos on cover and remaining pages.
8. The report will consist of 8 pages minimum. Printer must quote additional pages in multiples of four (4).
9. Document will have a ¼" bleed and binding of the report – saddle stitch.
10. Finished size of report – 8 ½ x 11.
11. **Printer will supply the City of Moraine one proof within 24 hours of submission for approval before printing report at no additional charge.** Additional proofs shall be paid for at the cost per proof as shown on proposal price sheet.
12. Please quote additional proofs, if required by the City of Moraine.
13. **Printing will be completed in five (5) working days after report is in printer's possession.**
14. Printer must state if said printer will perform the printing of the Moraine Messenger. If printer is not performing printing of the Moraine Messenger, printer must state on the subcontractor form provided in the bid package, the contact information for contracted company(s).
15. Pickup and Delivery Services. Contractor shall provide for the pickup and delivery to Contractor's place of business of the Moraine Messenger required to be completed at another location. Such service shall be included in the Bidders fees.
16. Printed publication are to be addressed and mailed by the successful vendor as a flat, presort standard. Approximately 3,484 pieces are to be bundled and labeled

according to United States Postal Service requirements and deliver pieces to the post office.

17. Postage will be paid in advance of mailing upon receipt of a copy of the post office receipt (Postal Service Form 3602) which indicates the amount of postage, number of pieces mailed, date of mailing, and place of mailing.
18. Printer must follow guidelines and rules set forth by the U.S. Postal Service and advise City to potential changes to publication.
19. The City of Moraine stipulates that the price of the contract may change only as a result of price increases in the United States Postal Service postal rates.
20. Contract will expire with the printing of December 2018 issue.



### Subcontractor Listing

Please list any and all subcontractors, which will be used on the aforementioned project.

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**Company Name**

---

**Company Name**

---

**Contact Person**

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**Contact Person**

---

**Address**

---

**Address**

---

**Telephone Number**

---

**Telephone Number**

---

**Work being Performed**

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**Work being Performed**

- **This form may be duplicated for additional subcontractor listings**

**Proposal Price Sheets**

*(Printing & Mailing Moraine Messenger - Monthly)  
2017-2018*

No. of Pages (including cover)	Materials	Labor	Mailing Costs	Total Amount	Additional Proofs
8					
12					
16					
20					
24					
28					
32					
36					
40					

Bidder Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

**2019 Optional Extension Proposal Price Sheets**

*(Printing & Mailing Moraine Messenger - Monthly)*

No. of Pages (including cover)	Materials	Labor	Mailing Costs	Total Amount	Additional Proofs
8					
12					
16					
20					
24					
28					
32					
36					
40					

Bidder Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

## 2020 Optional Extension Year Proposal Price Sheets

*(Printing & Mailing Moraine Messenger - Monthly)*

No. of Pages (including cover)	Materials	Labor	Mailing Costs	Total Amount	Additional Proofs
8					
12					
16					
20					
24					
28					
32					
36					
40					

Bidder Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_



## **Experience Statement of Contractor**

The Contractor is required to state in detail what work of a similar nature to that included in the proposed Contract he/she has done, to give reference and such other detailed information as will enable the City to judge their responsibility, experience and skill. Among other things, this statement shall include the following; evidence to the effect that the Contractor maintains a permanent place of business: has adequate facilities and equipment available for the work under the proposed Contract; evidence to the effect that the Contractor has appropriate experience and has in his employ a sufficient number of skilled and trained workers to carry out the services done under this Contract.

Please type the statement.



## Bid Guaranty and Contract Bond

(ORC 153.571)

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

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety are hereby held and firmly bound unto the *City of Moraine* as 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 ***Printing & Mailing the Moraine Messenger***. 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 to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

(If above line is left blank, the penal sum will be the full amount of the Principal's highest Bid. Alternatively, if completed, the amount stated must not be less than the full amount of the chosen one bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind heirs, our executors, administrators, successors, assigns, and ourselves.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid for \_\_\_\_\_.

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, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the proposal hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest and/or best Contractor to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest and/or best Contractor and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the proposal hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective

Contractors, whichever is less, then this obligation shall be null and 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 award of the contract enters into a proper contract in accordance with the bid, 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 \_\_\_\_\_ shall well and faithfully do and perform the things agreed by the *City of Moraine, Ohio* to be done and performed according to the terms of said contract; and shall pay all awful claims of subcontractors, material supplier, and laborers, for labor performed and materials 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 material supplier 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 or specifications therefore shall in any way affect the obligations of said Surety on its bond.

**Principal:**

**Surety:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_



**Affidavit In Compliance with Section 3517.13  
of the Ohio Revised Code**

State of Ohio, County of \_\_\_\_\_ SS:

Personally appeared before me the undersigned, as an individual or as a representative

of \_\_\_\_\_ for a contract for  
(Name of Entity)

\_\_\_\_\_  
(Type of Product or Service)

to be let by the City of Moraine, who, being duly cautioned and sworn, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **Individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **Individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the City of Moraine Council or their individual campaign committees:
  - a. myself;
  - b. any partner or owner of the partnership or other unincorporated business (if applicable);
  - c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
  - d. any trustee of the trust (if applicable);
  - e. any administrator or executor of the estate (if applicable);
  - f. any owner of more than 20% of the corporation or business trust (if applicable);
  - g. each spouse of any person identified in (a) through (f) of this section;
  - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;

2. That none of the following have **collectively** made within the previous twenty-four months, and that, if awarded a contract for the purchase of goods or services aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the City of Moraine Council or their individual campaign committees:
  - a. myself;
  - b. any partner or owner of the partnership or other unincorporated business (if applicable);
  - c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
  - d. any trustee of the trust (if applicable);
  - e. any administrator or executor of the estate (if applicable);
  - f. any owner of more than 20% of the corporation or business trust (if applicable);
  - g. each spouse of any person identified in (a) through (f) of this section;
  - h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
  - i. any political action committee affiliated with the corporation, business trust, partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section;
  - j. Any combination of persons identified in (a) through (i) of this section;
3. I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or the above-named entity to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant, sayeth naught.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made **on or after April 4, 2007** (Section 631.05, Amended Substitute Ohio House Bill 119)



GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

Form with fields: LAST NAME, FIRST NAME, MIDDLE INITIAL, HOME ADDRESS, CITY, STATE, ZIP, COUNTY, HOME PHONE, WORK PHONE

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

Form with fields: BUSINESS/ORGANIZATION NAME, BUSINESS ADDRESS, CITY, STATE, ZIP, COUNTY, PHONE NUMBER

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? [ ] Yes [ ] No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? [ ] Yes [ ] No

GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Affidavit**

Regarding payment of Montgomery County Personal Property Taxes (Contractor to fill and execute either Part A or Part B)

STATE OF \_\_\_\_\_ , COUNTY OF \_\_\_\_\_, ss:

A. That \_\_\_\_\_ being duly sworn, affirms that as of \_\_\_\_\_, 2016, \_\_\_\_\_ is not charged with any delinquent personal property taxes on the general tax list of personal property of Montgomery County, Ohio.

B. That \_\_\_\_\_, being duly sworn, affirms that \_\_\_\_\_ is currently charged with Montgomery County delinquent personal property taxes in the amount of \$ \_\_\_\_\_ with interest in the amount of \$ \_\_\_\_\_ and penalties in the amount of \$ \_\_\_\_\_, due said Montgomery County, Ohio.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for \_\_\_\_\_ County, Ohio

My commission expires: \_\_\_\_\_

**NOTE:**

If this statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Director of Finance to the County Treasurer within 30 days of the date it is submitted.

**NOTE:**

A copy of this statement shall be incorporated into the Contract, and no payment shall be made with respect to said Contract unless such statement has been incorporated as a part thereof.



## Affidavit - Drug and Alcohol Abuse Prevention and Testing Policy and Procedure

This Affidavit is required when needed regarding existence of a program and compliance with the Omnibus Transportation Employee Testing Act of 1991 (the Act). The Act requires that any Contractor who supplies operators of safety sensitive equipment (gross vehicle weight of 26,001 or more pounds) provide a **Drug and Alcohol Abuse Prevention and Testing Policy and Procedure**. The program shall provide the minimal standards as stated in the Act and cover such issues as pre-employment, reasonable suspicion, random, post-accident, return-to-work and follow up testing of safety sensitive employees.

The Contractor to fill out and Notarize this Affidavit and if successful in receiving the Contract may have to provide a copy of their Policy.

State of \_\_\_\_\_, County of \_\_\_\_\_, ss:

That \_\_\_\_\_, being duly sworn, affirms that

as of \_\_\_\_\_ 2016, \_\_\_\_\_

has developed and implemented a Drug and Alcohol Abuse Prevention and Testing Policy and Procedure in compliance with the Act.

\_\_\_\_\_  
Contractor

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for \_\_\_\_\_ County, Ohio

My commission expires: \_\_\_\_\_

NOTE: A copy of this statement shall be incorporated into the Contract, and no payment shall be made with respect to said Contract unless such statements have been incorporated as a part thereof.



**Affidavit**

(To be filled in and executed if the Contractor is a Corporation)

State of \_\_\_\_\_ County of \_\_\_\_\_ ss:

\_\_\_\_\_, being duly sworn, deposes and says that

he/she is Secretary of \_\_\_\_\_,

a corporation organized and existing under and by virtue of the laws of the

State of \_\_\_\_\_ and having its principal office at:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
County

Affiant further says that he is familiar with the records, State minute books and bylaws of \_\_\_\_\_ (Name of Corporation),

Affiant further says that \_\_\_\_\_ (Name of Officer),  
\_\_\_\_\_ (Title),

of the corporation is duly authorized to sign the Contract for the construction of the

**Printing & Mailing Moraine Messenger** for said corporation by virtue

of \_\_\_\_\_ (State whether a provision of bylaws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for \_\_\_\_\_ County, Ohio

My commission expires: \_\_\_\_\_



### Non-Collusion Affidavit

This affidavit is to be completed and executed by the Contractor. State of Ohio, County of \_\_\_\_\_ (Name of Individual) being first duly sworn, deposes and says that \_\_\_\_\_ (Firm Name) with offices located at:

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

County \_\_\_\_\_

is the \_\_\_\_\_ (Corporate Officer).

Making the forgoing proposals or Bids that such Bids are genuine and not collusive or sham; such Contractor has not colluded, conspired, connived, or agreed, directly or indirectly, with any Contractor or person, to put in a sham Bid, or that such other person shall refrain from the Bidding and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price or affiant or any other Contractor, or to fix any overhead, profit or cost element of said Bid price, or of that of any other Contractor, or to secure any advantage against the City of Moraine, Ohio, or any person or persons interested in the proposed Contract; and that all statements contained in said proposal are true and further, that such Contractor has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged any information or data relative thereto to any association or to any member or agent thereof.

Affiant \_\_\_\_\_

Firm Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_



## Contract for Professional Services

THIS CONTRACT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Moraine, a municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_ hereinafter referred to as "Contractor".

### WITNESSETH

WHEREAS, the City under the authority of Resolution No. \_\_\_\_\_ passed \_\_\_\_\_ has obligated the necessary funds for the conduct of the services described hereinafter and Council has authorized the Manager to enter into this contract; and

**WHEREAS**, the City desires to engage the services of the contractor to undertake printing and mailing services; and

**WHEREAS**, such services are professional in nature.

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

### **SECTION I. Scope of Services**

The Contractor shall, in a proper and satisfactory manner as required by term of the specifications and proposal received from Contractor \_\_\_\_\_ at a cost not to exceed \_\_\_\_\_.

- A. This Contract shall be for not less than two (2) years, with the City reserving the right to re-bid a new Contract after a probationary period of six (6) months.

### **SECTION 2. Compensation and Method of Payment**

- A. Method of Payment  
The City shall make payments under this Contract upon the following terms and conditions: Contractor shall submit invoices two (2) working days after delivery of reports and/or brochures detailing services rendered to the City. City shall process said invoices for approval within a reasonable time and pay said invoices in accordance with its accounts payable schedule.

### **SECTION 3. Assignability**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of the City.

**SECTION 4. Property**

All artwork and materials shall become and remain property of the City of Moraine.

**SECTION 5. Termination**

- A. Termination of Contract for Cause  
If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the Contractor shall violate any of the covenants or agreements of this Contract, the City shall have the right to terminate this Contract by giving ten (10) days written notice to the Contractor specifying the effective date of the termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract shall, at the option of the City become its property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.
- B. Termination for Convenience of the City  
Both the City and Contractor may terminate this Contract for any reason at any time by giving at least thirty (30) days notice in writing.

**SECTION 6. Compliance with Laws and Policies**

- A. In the performance of services under this Contract, the Contractor shall comply with all statutes, ordinances, regulations, and rules, of the Federal Government, the State, the County and the City, which are applicable.
- B. Whenever under the Contract, the City notices, approvals, authorizations, waivers, instructions or determinations are required, they shall be effective only when given in writing and signed by the City Manager or his authorized representative.

**SECTION 7. Hold Harmless**

The Contractor will protect and save the City harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, arising from any and all acts of Contractor, its agents, or employees, that result in injury to persons or damages to property.

**SECTION 8. Reports, Information and Audits**

The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be necessary pertaining to the services undertaken pursuant to this Contract, the costs incurred or to be incurred in connection therewith and any other matters covered by this Contract. The Contractor shall retain all financial and administrative records for a minimum of three years following completion of the Contract, and shall permit the City or any of its auditors to access such records.

**SECTION 9. Workers Compensation**

This Contract disclaims the City from liability for workers compensation, FICA, unemployment compensation, or any other obligation or payment of an employer/employee relationship.

**SECTION 10. Nondiscrimination Provisions**

During the performance of this Contract, the Contractor agrees that in the hiring of employees for the performance of work under this Contract, the Contractor shall not by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform work to which this Agreement relates in violation of any federal, state or City law or ordinance.

**SECTION 11. Severability**

In the Event that any provision of this Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, legality of the remaining provisions and each provision of the Contract, will be deemed to be separate and severable from each other provision.

**SECTION 12. Applicable Law**

This Agreement and the rights of the parties shall be governed by, interpreted and construed and enforced in accordance with the laws of the State of Ohio.

**City of Moraine, Ohio**

Company Name

\_\_\_\_\_  
City Manager David D. Hicks

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Print Title

Approved as to form

\_\_\_\_\_  
Law Director



## **Certification of Availability of Funds**

It is certified that \$\_\_\_\_\_ ) for the term of two year contract), the amount required to meet this contract has been lawfully appropriated and is in the treasury or is in the process of collection to the credit of the appropriate fund, free from any obligation or certification now outstanding.

Date:

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Richard Sexton, Finance Director  
City of Moraine, Ohio

Resolution #

Approved on

## BID INFORMATION AT A GLANCE

CONTACT PERSON	Kim Wallace City Manager's Secretary City of Moraine 4200 Dryden Road Moraine, OH 45439 <a href="mailto:kwallace@moraineoh.org">kwallace@moraineoh.org</a> Phone: 937-535-1002
HOW TO OBTAIN THE BID	Email request to Kim Wallace Website: <a href="http://www.ci.moraine.oh.us">www.ci.moraine.oh.us</a> 1. Click on "About the City" 2. Click on "Legal Notices"
HOW TO FULLY RESPOND TO THIS BID	Submit 1 original complete bid packet to the City of Moraine as per the Instructions and General Information to Contractors
DATE ADVERTISED	Tuesday, September 6, 2016 Tuesday, September 13, 2016
PRE-BID MEETING	<b>Tuesday, September 13</b> at 10:00 a.m. at City of Moraine Municipal Building, 4200 Dryden Road, Moraine, OH 45439
<b>BID SUBMITTAL RETURN &amp; DEADLINE</b>	<b>Tuesday, September 20</b> at 10:00 a.m. at City of Moraine Municipal Building, 4200 Dryden Road, Moraine, OH 45439
ANTICIPATED APPROVAL BY THE CITY COUNCIL	<b>October 13, 2016</b>