

# **RCTB** RICHLAND COUNTY TRANSIT BOARD

19 N. Main St.

419-774-5684

Mansfield, Ohio 44902

## **REQUEST FOR PROPOSALS**

**Two-way Radio - Request for Proposals**

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**PROJECT TITLE**

**RFP 22-04**

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**PROPOSAL NUMBER**

## TABLE OF CONTENTS

Legal Notice.....	3
Instructions to Offeror .....	4
Supplemental Instructions to Offeror .....	10
Specifications for Two-way Radios.....	11
Standard Form of Agreement .....	13
General Conditions .....	16
Supplementary Conditions.....	22
Appendix A: Forms, Affidavits and Certifications .....	23
• Offerors Checklist	
• Proposal Forms (Reference, Experience, Response)	
• Cost Proposal for the Two-way Radios	
• Vendor Acceptance	
• Affirmative Action Certification for Equal Employment Opportunity	
• Delinquent Personal Property Tax Affidavit	
• Non-Collusion Affidavit	
• Non-Discrimination and Equal Employment Opportunity Affidavit	

LEGAL NOTICE  
Notice to Offerors

AD DATE  
July 7, 2022

The Richland County Transit Board (RCTB) is seeking proposals for the purchase and installation of two-way radio equipment, including mobile and hand held units, in accordance with specifications, which will be available in the RCTB office, 19 N. Main Street, Mansfield, Ohio 44902, or online at <https://www.rcrpc.org/rctb-rfp>.

The Richland County Transit Board will receive proposals at the RCTB office, 19 N. Main Street, Mansfield, Ohio 44902, until **1 P.M.**, on Tuesday, **August 2, 2022**. Proposals received after that time will not be accepted. The proposal must be signed by a responsible officer of the company and submitted in a sealed envelope marked RFP 22-04 Two-way Radios, as specified in the RFP instructions.

A contract will be awarded on the basis of ORC Section 307.862 Competitive sealed proposals procedure.

Second Notice: July 14, 2022

# 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 to the Richland County Transit Board, 19 North Main Street, Mansfield Ohio 44902 no later than **August 2, 2022 at 1:00pm**. All sealed proposals received after this time and date, for any reason, will be rejected.

## 2. Legal Framework

The RCTB is a public entity, as provided for in the Ohio Revised Code. This Request for Proposals (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. Preparation and Submission of Proposal

By submitting a proposal, 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 inside/outside delivery sites.

Each proposal shall be submitted in a clearly marked **sealed envelope or container** showing the company name, company address, RFP number, proposal title, and the date and time of the proposal opening. **Offerors shall submit one (1) signed "Original" and one (1) identical electronic copy** of all proposal materials, preferably on a USB flash drive. Oral, emailed or faxed proposals are unacceptable.

The offeror shall **submit all other documents or materials required in the proposal instructions** with the proposal, **including the Offeror's Checklist and all documents noted on the checklist**.

\*Allow time for delivery, if mailing. Proposals must be **received by** 1 p.m. (EDT), August 2.

All RFPs must be mailed\* or delivered to:

Richland County Transit Board  
19 North Main Street  
Mansfield Ohio 44902

The offeror shall submit the RFP using the prescribed forms. All blank 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: all forms, affidavits and certifications, as noted on the Offeror's Checklist.

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

**Facility Tour** - Any vendor that would like to request a facility tour may contact Jean Taddie at 419-774-6396, or via [jtaddie@rcrpc.org](mailto:jtaddie@rcrpc.org).

**Schedule of Activities**

- RFP solicitation released July 7, 2022
- Vendor facility tour Upon request
- Deadline for submission of written questions July 25
- Deadline for response to written questions July 27
- Deadline for Submission of Proposals August 2 at 1:00pm
- RCTB Review of Proposals August 3 - 10
- Negotiation with Finalists August 11 – Aug 29
- Contract Awarded By August 30

**Materials** - All materials in the RFP will become the property of the RCTB and may be returned only at the RCTB’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 RCTB.

**4. Proposal Alterations/ Addenda Prior to Proposal Opening**

No alterations or exceptions to the specifications contained herein are permitted by the contractor unless an addendum is issued by the Richland County Transit Board to all offerors that have received an RFP.

During the proposal process, the RCTB may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The RCTB reserves the right to postpone the opening of proposals to issue addenda.

Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process or specifications in writing by **July 25**, which is 8 days prior to the proposal opening date and time. Contact information is provided below.

- (1) Regular mail or personal delivery to Richland County Transit Board:  
ATTN: Jean Taddie

19 N. Main Street  
Mansfield, Ohio 44902  
Telephone: (419) 774-6396

(2) Fax to:  
Jean Taddie  
Richland County Transit Board  
Fax: (419) 774-5685

(3) Email: [jtaddie@rcrpc.org](mailto:jtaddie@rcrpc.org)

The offeror shall submit said written request **no later than eight (8) 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.

A copy of the questions submitted and RCTB's response to the questions shall be posted as an addendum on the RFP webpage: <https://www.rcrpc.org/rctb-rfp>.

Offerors are responsible for monitoring the website at <https://www.rcrpc.org/rctb-rfp> for any updates pertaining to the RFP. The RCTB will not be held responsible for any further communication beyond updating the website.

## 5. **Brand Names/Substitutions**

The contract documents may identify items that are proprietary products or has referenced a particular trade name, manufacturer's catalog or model number. This reference shall be interpreted as establishing a standard of quality only. This reference should not be construed as excluding proposals on other equal types of materials, equipment or supplies.

During the RFP period, an offeror may submit a written request that any item not specifically identified in the RFP documents be considered as an equal substitution to that specified item, provided such submittal is made in a sufficient time for issuance of an addendum to the RFP documents. The offeror shall submit said request for substitution to the Richland County Transit Board **no later than eight (8) days prior to the proposal opening** date. The request for substitution, shall include, but is not limited to, pertinent product literature and/or samples of materials as required by the RCTB. If the RCTB accepts the offeror's request for substitution, it shall issue an addendum giving notice of the acceptance of said substitution to all offerors in accordance with the provisions of Section (4) Proposal Alterations and Addenda.

A copy of the questions submitted and RCTB's response to the questions shall be posted as an addendum on the RFP webpage: <https://www.rcrpc.org/rctb-rfp>.

The RCTB reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

## 6. **Procedure for Ranking of Proposals/Award of Contract**

RCTB will open proposals that it receives in a manner that prevents the disclosure of contents of competing offers to competing offerors.

The RCTB shall rank each timely submitted proposal using the following factors and criteria:

- a. Responsiveness to all RFP specifications, including the system's ability to reach all of RCT's service area
- b. Cumulative cost for equipment and service fees
- c. Installation timeline
- d. Warranty terms.
- e. Vendor qualifications and experience with similar projects

The RCTB, 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.

If the RCTB determines that discussions as described above are necessary, the RCTB shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions

The RCTB may negotiate with the offeror who submits the proposal that the RCTB determines is the most advantageous to the RCTB based on the rankings performed by the RCTB and including any adjustment to those rankings based on above-described discussions.

The RCTB shall conduct negotiations with only one offeror at a time.

Except as provided below in these Instructions to Offerors, the RCTB shall award a contract as provided herein.

## **7. Contractor's Qualifications**

The RCTB may make such investigation as they deem necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the RCTB all such information and data for this purpose as may be requested.

The RCTB will consider the following offeror qualifications:

- Capacity to provide equipment and service for two-way radios and repeaters
- Has a satisfactory record of past performance.
- Is qualified and eligible to receive the award according to applicable laws and regulations.

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.

## **8. Withdrawal of Proposal**

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

## **9. Award of Contract**

The RCTB may award a contract to the offeror whose proposal is determined to be the most advantageous to the RCTB, taking into consideration the evaluation factors and criteria developed by the

RCTB, and set forth in this RFP. The RCTB may award a contract in whole or in part to one or more offerors. The RCTB shall include a written statement in the contract file stating the basis on which the award is made. The RCTB 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 RCTB shall notify all other offerors that the contract has been awarded to another offeror.

**10. Waiver of Technical Deviations**

The RCTB 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.

**11. Rejection of Proposals**

The RCTB 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 RCTB considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the RCTB.

The RCTB 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.

**12. 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

**13. 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.

**14. Termination of Negotiation**

The RCTB 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 RCTB terminates negotiations with an offeror, the RCTB shall negotiate with the offeror whose proposal is ranked the next most advantageous to the RCTB, according to the factors and criteria developed by the RCTB.

**15. 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.

**16. Cancel or Reissue of Request for Proposals**

The RCTB may cancel or reissue an RFP if any of the following apply:

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

## **SUPPLEMENTAL INSTRUCTIONS TO OFFEROR**

1. **Offeror's Check-List**

For additional guidance on submitting required exhibits and certifications, see Exhibit A.

2. **Response Form**

The proposal forms for REFERENCES, EXPERIENCE and RESPONSE must be submitted with the proposal on the proposal form supplied or on company letterhead, and signed by a legally authorized representative.

3. **Pricing**

Submit a Cost Proposal for Two-Way Radios (form attached in Appendix A).

## SPECIFICATIONS FOR TWO-WAY RADIOS

The Richland County Transit Board (RCTB) is seeking proposals for the purchase and installation of two-way radio equipment, including mobile and hand held units, in order to replace the current radio system and increase the coverage area. All radios shall be operable at the following frequency range: 450 - 460 MHZ

The RCTB operates a mixed fleet of seventeen (17) transit vehicles which will require the installation of new radio equipment. It is expected that the existing antenna and power wires will be used, however, these items should be listed separately in the proposal, for reference in the event that it is determined that either of these items are to be included in the procurement. It is desired that the radios have Bluetooth connectivity for use of wireless microphones and/or earphones. Traditional hand microphones are still required as Bluetooth will be supplementary.

Additionally, 2 mobile radios to replace existing radios used as base radios and six (6) hand held portable units should be included in the proposal.

The proposal should include the cost of increasing the service area of the radio system to include the city of Shelby, from the footprint currently serviced from a repeater located at 30 N. Diamond St. Mansfield, by either relocation of the repeater or use of an additional linked repeater. If a linked repeater is considered, please contact RCTB for details about available tower space that is already accessible near the City of Shelby. Other than near Shelby, it is the responsibility of the entity submitting the proposal to find / propose locations for the required antennas/repeater.

The system should be upgradeable to expand the coverage area in the event RCT's service area increases in the future.

Costs shall be separated into equipment, labor, and monthly service fees.

A list of the above described items is included on the following page for reference. The equipment proposal should meet the listed specifications or equivalent. Proposals should include a per unit price for all items. This price will be used to increase or decrease the proposal in the event that the quantity of any item(s) is changed for the contract.

The proposal should include the complete cost of all labor expenses associated with the installation and wiring of all items purchased.

The proposal should include any and all costs associated with programming and testing of the equipment, and should include details of standard and extended warranty options, including duration and cost, and the cost of any available service agreements.

The RCTB is a tax exempt public entity per the Ohio Revised Code, and a tax exempt certificate is available upon request.

Please include the length of time for which the proposal prices are guaranteed, and the estimated time for completion of the project from the contract date.

Technical questions regarding the equipment requirements should be directed to **Dave Gentile**, at 419-774-6205 [dgentile@rcrpc.org](mailto:dgentile@rcrpc.org). Questions concerning the solicitation process must be directed to the RCTB Fiscal Officer, Jean Taddie, who may be contact at 419-774-6396 or via e-mail to [jtaddie@rcrpc.org](mailto:jtaddie@rcrpc.org), as directed in the Instructions to Offeror, above.

Quantity	Item*
19	Mobile Radio: 45 watt, narrow band digital compatible with Icom, Bluetooth connectivity, and wired hand mic
6	Hand held radio: with battery, charger, antenna and belt clip
19	Bluetooth microphones with earpieces
1	Desk microphone compatible with mobile radios
1	Amplifier for repeater: 50 watts, Icom compatible
	Miscellaneous brackets, wiring, connectors, and accessory cables
	Antenna and power wires, as needed, in the even that existing antenna and power wires are not usable.
	Low-profile antenna to replace any existing antennas found defective upon radio installation
	Cost to move or upgrade repeater and monthly service fee if any

\*As described in Public Law 115232 section 889, the RCTB is prohibited from expending funds on telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**STANDARD FORM OF AGREEMENT BETWEEN  
RCTB AND CONTRACTOR**

AGREEMENT:

Made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two-thousand and twenty-two (2022).

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

**RICHLAND COUNTY TRANSIT BOARD,  
19 N. Main Street, Mansfield, OH 44902.**

And the CONTRACTOR: \_\_\_\_\_

**TYPE OF SERVICE:** Two-Way Radio System

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

**Article 1 Contract Documents**

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

- This agreement;
- General Conditions
- Supplemental Conditions
- Specifications
- Addenda
- Proposal Forms (references, experience, response)
- Instructions to Offeror
- Supplemental Instructions to Offeror
- Unresolved Debt Affidavit
- Vendor Acceptance
- Affirmative Action Certification
- Delinquent Personal Property Tax Affidavit
- Non-Collusion Affidavit
- Non-Discrimination and Equal Employment Opportunity Affidavit
- Certificate of Insurance
- Bureau of Workers Compensation Certificate

### **Article 2 Contracting Authority**

The “Contracting Authority” means any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the RCTB or any agency, department, authority, commission, office, or board thereof.

The “Contracting Authority” is the Richland County Transit Board (RCTB).

### **Article 3 Payment**

The Contracting Authority shall pay the Contractor in accordance with the Contract Documents. The Contracting Authority shall be liable to pay for only its own purchases.

### **Article 4 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 5 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 6 Termination for Convenience**

The RCTB may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation. The Contractor may terminate this Agreement without cause by written notice of cancellation mailed to the RCTB at their business addresses at least ninety (90) days prior to the effective date of cancellation.

### **Article 7 Termination for Cause**

- a. In the event of default by the Contractor, the RCTB 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 RCTB 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 RCTB 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 RCTB all costs and expenses, including (but not limited to) attorney's fees, incurred by the RCTB in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This **Two-Way Radio System contract** is entered into as of the day and year first written above.

RICHLAND COUNTY TRANSIT BOARD

\_\_\_\_\_  
By: Chairman Clint Knight (date)

Contractor \_\_\_\_\_

\_\_\_\_\_  
By: Owner/Agent (date)

## **GENERAL CONDITIONS**

### **1. Record Keeping Requirements**

The contractor shall maintain necessary records and provide system details, warranty info, etc. to the Richland County Transit General Manager and the Richland County Transit Board via mail or email.

### **2. Billing Features**

The Contractor shall send invoices by mail or e-mail to the Richland County Transit Board 19 North Main Street, Mansfield, Ohio 44902, and/or by email to [jtaddie@rcrpc.org](mailto:jtaddie@rcrpc.org). The Contractor's invoice shall include:

- Contract number
- Month being invoiced
- Product/services
- Total invoice amount

The RCTB will make payment for products or services provided under the terms of the contract within thirty (30) days of receipt of the invoice. Payments made under the terms of this section shall not be subject to late charges or additional compensation.

### **3. Taxes**

The RCTB shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

### **4. 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.

### **5. Delivery of Goods**

The RCTB shall not pay delivery fees. All bid prices shall include inside delivery costs. The RCTB shall not pay any charges for inside delivery made directly to the destination. All shipments are to be made directly to the facility identified in the contract.

### **6. Non-Acceptance of Supplies**

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the RCTB. All returns will be the sole responsibility of the contractor. The RCTB shall not permit return charges.

### **7. Substitution of Products**

During the contract period, the Contractor shall have the option to substitute an equal item. The Contractor may submit a written request that an item not identified in the contract documents be considered as an equal substitution to an item identified in the contract documents. The Contractor shall submit said request for substitution to the RCTB no later than thirty (30) days prior to the effective



date of the request for substitution. The request for substitution shall include, but is not limited to, pertinent product literature and/or samples of materials as requested by RCTB. The request for substitution shall further include the proposed price, which shall be equal to or less than the contract price. If the RCTB accepts the Contractor's request for substitution, the RCTB Fiscal Officer shall issue to the Contractor a written notification of the acceptance of said substitution.

**8. Performance Requirements**

The RCTB may reject any supplies or equipment that fail to conform in all respects to the specifications. A representative or agent of the RCTB shall contact the Contractor by telephone within ten (10) days after delivery of the rejected supplies or equipment with the reason for rejection. If the Contractor fails to make immediate replacement of rejected supplies or equipment, the RCTB may procure in the open market supplies and equipment that meets the specifications. 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.

**9. 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.

**10. Placement of Orders**

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

**11. Labeling of Shipments**

The Contractor shall properly label all items and show all information necessary to deliver the items to the proper location. All shipments shall show the name of the entity placing the order and specific delivery location. All shipments must be accompanied by a packing slip showing the order number or invoice number.

**12. Estimated Requirements**

Actual future purchases under this contract may exceed or be less than the estimated requirements furnished by the RCTB during the bidding process. The RCTB 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 RCTB's annual purchases could possibly be during the upcoming years.

**13. Order Entry/Internet**

The ordering process must be simple and convenient. The Contractor shall be able to accommodate order entry by telephone, email or fax Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding County holidays. The Contractor may have available internet ordering. No substitutions are permitted unless authorized by the RCTB.

**14. Contractor Support**

Contractor must provide a service representative that is available during the County's working hours (8:00 a.m. to 4:00 p.m.). Upon request a representative must be available to provide customer service within two (2) business hours. Also, upon request a representative must be available to provide customer service thru an office visit.

**15. Contract Administration**

The Richland County Transit Board will administer the contract. RCTB's Fiscal Officer, Jean Taddie, can be reached at [jtaddie@rcrpc.org](mailto:jtaddie@rcrpc.org) or 419-774-6396.

**16. 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.

**17. 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.

**18. Affirmative Action Certification**

The Contractor shall complete and provide to the RCTB 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.

**19. Non-Collusion Affidavit**

The Contractor shall complete and provide to the RCTB 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 RCTB prior to execution of the contract.

**20. Personal Property Tax Affidavit**

The Contractor shall complete and provide to the RCTB 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 RCTB may not award a contract to the Contractor.

**21. 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 RCTB prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland County Transit Board as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the RCTB 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.

**22. Indemnification**

The Contractor agrees to indemnify and hold harmless the RCTB, 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 RCTB, 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 RCTB, 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 RCTB, 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 RCTB) defend the RCTB with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

**23. 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.

**24. OSHA Compliance**

Any equipment or materials supplied under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. The RCTB may reject any items not meeting OSHA specifications. At the convenience of the RCTB, the RCTB may require the Contractor to provide training at the Contractor's expense to RCT staff in the operation or maintenance of any item.

Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the contractor shall provide the appropriate facility with written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid.

The Contractor shall post at each appropriate facility a Material Safety Data Sheet, containing a List of Hazardous Chemicals and Substances. Upon the delivery of any hazardous chemicals or substances, the contractor shall identify said hazardous chemicals and substances on said List of Hazardous Chemicals and Substances.

**25. 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.

**26. Amendment**

The RCTB 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 RCTB and the Contractor each agrees to such amendment in writing.

**27. 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 RCTB. 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 RCTB.

**28. 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.

**29. 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.

**30. 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.

**31. Controlling Law**

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

**32. 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 RCTB's record retention schedules. The Contractor shall remove and destroy said records in accordance with state and federal law governing public records and the RCTB's retention schedules.

The Contractor shall permit RCTB and its auditors to have access to their records and financial statements as necessary at RCTB's sole discretion.

**33. Unresolved Debt Affidavit**

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

## **SUPPLEMENTARY CONDITIONS**

### **FUNDING UNAVAILABILITY**

The RCTB will promptly terminate the contract in the event of funding unavailability and will, upon termination, pay for services rendered or products provided in the Specifications above.

### **CONTRACT EXTENSION**

The Contracting Authority reserve the right to extend this contract sixty days beyond the termination date of the initial term and any renewal term. Said contract extension shall be upon the same terms, covenants, options, and conditions as provided in these contract documents. The Contracting Authority may exercise its option to extend the contract for sixty days by RCTB notifying the Contractor in writing of its election to extend the contract at least thirty days prior to the expiration of the initial term of the contract and at least thirty days prior to the expiration of any renewal term.

In acknowledgment of these General Conditions and Supplementary Conditions and their inclusion in this Two-Way Radio System agreement entered into as of this day and year.

RICHLAND COUNTY TRANSIT BOARD

\_\_\_\_\_  
By: Chairman Clint Knight (date)

Contractor \_\_\_\_\_

\_\_\_\_\_  
By: Owner/Agent (date)

## **APPENDIX A: FORMS, AFFIDAVITS AND CERTIFICATIONS**

1. Offerors Checklist
2. Proposal Forms (Reference, Experience, Response)
3. Cost Proposal for Two-Way Radio System
4. Vendor Acceptance
5. Affirmative Action Certification for Equal Employment Opportunity
6. Delinquent Personal Property Tax Affidavit
7. Non-Collusion Affidavit
8. Non-Discrimination and Equal Employment Opportunity Affidavit

## OFFEROR’S CHECKLIST FOR TWO-WAY RADIOS RFP

Use this Offeror’s Checklist to ensure all required certifications, affidavits, and documentation have been provided. If the referenced material is not required, the offeror shall write “N/A” in the offeror check space and provide a description as to why that material is not legally required.

	Offeror’s Check-off	RCTB’s Check-off
Proposal for two-way radio system	_____	_____
Technical information about proposed equipment and warranties	_____	_____
Standard Form of Agreement	_____	_____
Supplementary Conditions Acknowledgement	_____	_____
Proposal forms	_____	_____
REFERENCES	_____	_____
EXPERIENCE	_____	_____
RESPONSE	_____	_____
Vendor Acceptance	_____	_____
Affirmative Action Certification for Equal Employment Opportunity	_____	_____
Delinquent Personal Property Tax Affidavit	_____	_____
Non-Collusion Affidavit	_____	_____
Non-Discrimination and Equal Employment Opportunity Affidavit	_____	_____
Certificate of Insurance	_____	_____
Bureau of Worker’s Comp Certificate	_____	_____

Submit one (1) signed “Original” and one (1) identical electronic copy of all proposal materials on a USB flash drive in a sealed envelope or container showing the company name & address, RFP number, proposal title, and the date and time of the proposal opening



**PROPOSAL FORM**  
**REFERENCES**

***This form must be completed and submitted with your bid on company letterhead or on the form provided.***

1. Give three (3) references with which the offeror is currently under contract for a similar service. Please describe the nature of the contract. For each reference, provide the Company Name, Company Address, Contact Name and Phone Number.

Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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





**PROPOSAL FORM**  
**RESPONSE**

- 5. Is your company currently involved with any acquisitions/mergers that may change the financial conditions of your company during the term or any renewals of this contract?

Offeror: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

# COST PROPOSAL FOR THE PROVISION of TWO-WAY RADIOS

Include the following information in your proposal for two-way radios:

- Pricing, product specifications, and warranty information for the two-way radio system equipment and services, as outlined in the Specifications section above
- Confirmation that all radios shall be operable at the frequency range of 450 - 460 MHZ.
- Verification that the equipment was not produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**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 Two-Way Radios for the RICHLAND COUNTY TRANSIT BOARD, 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 \_\_\_\_\_

Recorded in \_\_\_\_\_ County

**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 most 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, or national origin.

\_\_\_\_\_ 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.

# 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:** Two-Way Radio System

**RFP No.** RFP 22-04

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 \_\_\_\_\_,

- ( ) 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)

Section 5719.042 O.R.C.



# 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 sham 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 any one 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)

**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 proposals, 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)

\_\_\_\_\_

# **RCTB** RICHLAND COUNTY TRANSIT BOARD

19 N. Main St.

419-774-5684

Mansfield, Ohio 44902

July 7, 2022

To Whom It May Concern:

The Richland County Transit Board (RCTB) is seeking proposals for Two-Way Radios.

In order to be considered, proposals must contain the information that is requested in the Request for Proposals (RFP 22-04) that is available by contacting the RCTB Contracting Officer, Jean Taddie, at 419-774-6396, or by e-mail to [jtaddie@rcrpc.org](mailto:jtaddie@rcrpc.org). The RFP is also available at <https://www.rcrpc.org/rctb-rfp>.

Proposals will be accepted at the address shown above, per the guidelines contained in the RFP, **until 1 p.m. on Tuesday, August 2, 2022**. Questions regarding this request for proposals should be directed to Jean Taddie, in writing, at the above address or by e-mail to [jtaddie@rcrpc.org](mailto:jtaddie@rcrpc.org).

Respectfully,

Jean Taddie  
Contracting Officer