



ROSS TOWNSHIP RESOLUTION NUMBER 2018-049

RESOLUTION AWARDING CONTRACT TO VOGELPOHL FIRE EQUIPMENT FOR THE PROVISION OF TWENTY-SEVEN COMPLETE OPEN-CIRCUIT SELF- CONTAINED BREATHING APPARATUS UNITS PER THE BID SPECIFICATIONS NO. 2018-FD, WAIVING BID INFORMALITIES, IRREGULARITIES AND TECHNICALITIES; REJECTING ALL OTHER BIDS; AND AUTHORIZING THE ROSS TOWNSHIP BOARD OF TRUSTEES TO SIGN THE CONTRACT DOCUMENT

WHEREAS, at Resolution 2018-045, the Board of Trustees authorized the placement of a legal notice to bidders for proposals to supply twenty-seven (27) complete open-circuit self-contained breathing apparatus units and other associated equipment and services, as required by law; and

WHEREAS, in accordance with the notice and advertisement, bids were received on September 25, 2018 and taken under advisement for review to determine the lowest, responsive and responsible bidder consistent with the bid documents, Township Resolution 2011-046 and the applicable provisions of the Ohio Revised Code; and

WHEREAS, the Board desires to award the Contract to Vogelpohl Fire Equipment as the lowest responsive and responsible bidder for its bid, in accordance with Resolution No. 2011-046 and the applicable provisions of the Ohio Revised Code.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Contract in Specification No. 2018-FD Self Contained Breathing Apparatus in the form attached hereto as Exhibit "A" be awarded to Vogelpohl Fire Equipment in the amount of \$164,597.00, consistent with its alternate, optional bid, which bid the Board finds to be the lowest, responsive and responsible bid. The Board waives any informalities, irregularities and technicalities in procedure in connection with the submitted bids in accordance with the reservation of rights in the bid document. All other bids are rejected.

SECTION 1-B:

The Board hereby authorizes the Ross Township Board of Trustees, to sign the contract document.

SECTION 2:

That this resolution shall take effect upon October 4, 2018 following the filing of this resolution with the Ross Township Fiscal Officer.

SECTION 3:

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:

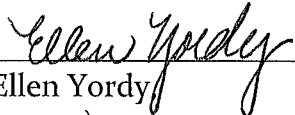
Trustee Willsey introduced the foregoing Resolution and moved its adoption, Trustee Yordy seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Ballauer AYE Willsey AYE Yordy AYE

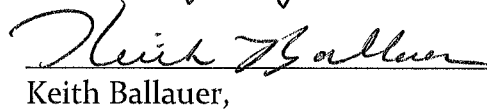
Adopted at the meeting of the Ross Township Board of Trustees this 4th day of October, 2018.



Thomas Willsey, President



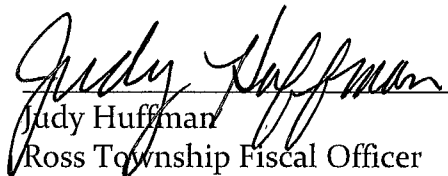
Ellen Yordy Vice President



Keith Ballauer, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 4th day of October, 2018.



Judy Huffman
Ross Township Fiscal Officer

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- d. The Contractor's failure to pay its obligations as they become due or the Contractor's insolvency.
- 5. Upon the occurrence of an event of default, Owner will have the following remedies which shall be cumulative:
 - a. To order the Contractor to stop the work or part of it, in which case the Contractor will do so immediately;
 - b. To perform through others all or any part of the Contract remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Price;
 - c. To terminate this Agreement and take possession of, for the purpose of completing the Contract or any part of it, all materials and equipment purchased to be incorporated and to employ any person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive any further payment until the Work is completed. The termination of this agreement will be without prejudice to the Owner's rights and remedies, including without limitation of the Owner's right to be indemnified by the Contractor; and/or
 - d. All other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents, including but not limited to making a demand upon Contractor's Surety pursuant to the terms of the Bond.
- 6. The Contractor, at its expense, will comply with all applicable federal, state and local laws, rules and regulations applicable to the Contract, and will require each of its subcontractors to comply with these requirements.
- 7. Notices, request or demands by any party will be in writing, unless otherwise expressly authorized, and will be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by a registered or certified mail, return receipt requested, postage prepaid, and in the case of Owner, addressed to the Owner, ATTN: Township Administrator, at the address/FAX number set forth at the beginning of this Agreement and in the case of the Contractor, addressed to its address/FAX Number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands will be deemed received upon personal delivery of the notice, request or demand to the address set forth in this Agreement during the hours of 7:00 AM and 3:30 PM; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or in the case of notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

IN WITNESS WHEREOF, the parties have caused their signatures to be hereunto subscribed on the day and date first above written.

WITNESS

ROSS TOWNSHIP TRUSTEES

BY: _____

BY: _____

BY: _____

WITNESS

CONTRACTOR

BY: _____

TITLE: _____

FISCAL OFFICER'S CERTIFICATE

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

Dated: _____

Code: _____

Fiscal Officer, Ross Township

LEGAL COUNSEL'S CERTIFICATION

I hereby certify that I have examined the Contract and bond attached between the Board of Trustees of Ross Township, Ohio and the Contractor, and find same to be in accordance with the provisions of law and approve said Contract and Bond as to form.

Legal Counsel, Ross Township, Ohio

Cincinnati, Ohio _____, 2018