

MIAMI VALLEY COMMUNICATIONS COUNCIL
1195 EAST-ALEX BELL ROAD, CENTERVILLE, OHIO 45459
PHONE: 937-428-8887 / FAX: 937-438-8569 / INTERNET: www.mvcc.net

STANDARD CONDITIONS FOR COMPETITIVE BIDDING

1. All bids must be in the possession of the Miami Valley Communications Council (MVCC) on or before the time set for opening. Bids received after that time, whether from the bidder or through some third party (e.g., FedEx, U.S. Postal Service) will be returned unopened.
2. The outside envelope containing the bid must be clearly marked on its exterior: "SEALED BID – INDIGENT BURIAL SERVICES".
3. MVCC reserves the right to hold all bids for review for 60 days, unless some different requirement or standard is stipulated in the specification for the particular item/service/contract.
4. It is MVCC's policy, whenever possible, to use open, non-exclusionary specifications, to promote competition, and to make the process as accessible to bidders as possible, consistent with protecting its own interests. We may often cite a particular brand or model or practice as the standard. Bidders are welcome to propose alternates or substitutes which will either provide the same performance at lower cost, or better performance at the same cost. Bidders wishing to propose alternates should bid on the item as specified, and offer the alternate or substitute separately, as a footnote. Acceptance of alternates or substitutes shall be at the sole discretion and judgment of MVCC and its member cities.
5. MVCC intends to award bids on a "best bid" basis. That means we will consider, in addition to price, such factors as:
 - a. Ability to perform the service and work within the specified time
 - b. Reputation, judgment and experience
 - c. The quality of performance in previous contracts
 - d. Financial ability to perform the contract
 - e. Ability to provide maintenance and service
 - f. Demonstrated past performance in similar situations
 - g. Life cycle costs of the items.
6. All bidders are required to be, at the time of their bid and during the term of any contractual relationship with MVCC, in compliance with all applicable local, state, and federal laws.

7. MVCC is a political subdivision of the State of Ohio and therefore exempt from most state and federal taxes.
8. All prices must include delivery to such locations identified in the specifications.
9. MVCC will not accept liability for any acts of the contractor attendant to performance of any contract. By bidding, any contractor agrees to hold MVCC harmless in regard to any claims arising from contractor's acts.
10. Contractors performing work for MVCC under contract are required to maintain worker compensation insurance as required by Ohio law, and comprehensive liability insurance in the amount of \$1,000,000.00.
11. MVCC reserves the right to accept or reject any or all bids and to waive any formalities in the bidding process whenever it is in the interest of its member cities, and to enter into a contract with the bidder who, in MVCC's opinion, offered the lowest and best bid.

REQUEST FOR BIDS AND SPECIFICATIONS

INDIGENT FUNERAL SERVICES

MIAMI VALLEY COMMUNICATIONS COUNCIL

ITEMS REQUESTED

The Miami Valley Communications Council (MVCC) is seeking bids from qualified contractors to provide indigent funeral services for its member cities. The specifications and scope of services that follow are intended to describe the work required and the minimum standards for materials and application. The contractor is to supply all materials, equipment, and labor necessary to complete the specified work.

THE CONTEXT

MVCC is a council of governments with eight member cities. In this instance we are acting to assist those members in a cooperative bid for indigent funeral services. MVCC is coordinating and overseeing the process on behalf of its members, each of whom will review the bid results and decide individually whether or not to make an award. Each individual city will review the work of the contractor and pay the contractor directly. Those cities participating in this bid solicitation include:

Centerville – Germantown – Kettering – Miamisburg – Moraine – Oakwood – Springboro – West Carrollton.

ATTACHMENTS/INCLUSIONS BY REFERENCE

There are several items which are hereby included in this specification, either attached or by reference. Those listed as “forms for all bidders” must be completely and properly executed and included with the bid.

- A document titled: STARDARD CONDITIONS FOR COMPETITIVE BIDDING (attached)
- Forms for all bidders:
 - proposal and bid form (attached)
 - certificate of non-collusion (attached)
 - affidavit that all personal property taxes are current (attached)
 - certificate of non-discrimination (attached)
 - bid bond (attached)
 - statement of experience, list of references (attached)
- Successful bidder:
 - performance bond (provided by bidder)
 - maintenance bond (provided by bidder)
 - certificates of insurance (provided by bidder)
 - contract (provided by participating municipality)

BID DUE DATE/TIMEFRAME

The first advertisement soliciting bids for these services should appear on July 29, 2015. Bids will be received until 11:00 AM, Thursday, August 13, 2015 at the offices of the Miami Valley Communication Council at 1195 East Alex-Bell Road, Centerville, Ohio 45459; phone 937-438-8887; fax 937-438-8569; URL www.mvcc.net. At

that time all bids will be opened in the small conference room on the second floor, read aloud, and tabulated. Bidders and other are invited to attend this public proceeding.

SCOPE OF SERVICES

1. It is anticipated that 20 to 25 indigent funerals will occur each year amongst the member cities.
2. Any individual who has a deceased family member, or any individual responsible for the body of a deceased person, who believes that person is eligible for funeral assistance due to indigence, will be referred to the successful bidder.
3. The successful bidder shall verify the legal residence of the deceased person.
4. The successful bidder shall be responsible to verify indigence. "Indigence" is defined per Ohio Revised Code Section 9.15, as having an income that does not exceed one hundred fifty per cent of the federal poverty line, as revised annually by the United States Department of Health and Human Services. A copy of the latest established levels is attached to this Request for Proposals. MVCC shall provide updated income limits information when such has been promulgated.
5. The successful bidder shall use the form provided by MVCC to document indigence (a copy of the current form is attached to this Request for Proposals). In performing such documentation, the successful bidder shall first verify that the individual is not eligible for burial assistance from any other sources (i.e. welfare/state assistance, veteran's assistance, social security, etc.) and that the person and/or family claiming the body (if any) are determined to be indigent. If the individual and the person/family claiming the body are indigent, but eligible for assistance from other sources, the successful bidder shall be responsible for processing the claims for assistance and applying said to the charges for this funeral.
6. Upon verification of indigence, the successful bidder shall be responsible for accepting and transporting the body from the Coroner's office or wherever the body is located at that time to their facilities.
7. All bodies to be handled under this program are to be cremated. Bodies are to be cremated in accordance with State law and accepted industry practices. All cremains are to be placed in a basic urn (description/photo of which shall be submitted with bid proposal, and must be approved by MVCC) to be given to the person/family claiming the body.
8. In the event no family member or person claims the cremated remains, the successful bidder shall be responsible for burial or storage of the cremains. The successful bidder will devise a method of storage of such cremains in a manner approved by MVCC (a description of these methods shall be included with the bid proposal).
9. No other services are to be provided for cremation funerals, including, but not exclusively, caskets, visitations/viewings, memorial services, or graveside services.

CONTRACT TERM

The contracts for the provision of these services will be for a term of two years, with the option of a mutually agreed-upon extensions for a third year and a fourth year.

BOND REQUIREMENTS

BID BOND – Each bidder shall submit a bid bond on the provided form, or a certified check, in an amount equal to ten percent (10%) of the total estimated cost of twenty-five (25) indigent funerals.

PERFORMANCE BOND – The successful bidder shall provide a performance bond in a form acceptable to the contracting entity, to each participating municipality in an amount equal to 100% of the cost of twenty (20) indigent funerals.

CONTACT INFORMATION:

For additional information concerning this request for bids, please contact

Brian Humphress, Executive Director
Miami Valley Communications Council
1195 East Alex-Bell Road
Centerville, OH 45459
Phone: 937-424-1660
Fax: 937-438-8569
Email: bhumphress@mvcc.net

**2015 INDIGENCE GUIDELINES FOR THE MVCC
INDIGENT FUNERAL PROGRAM**

Persons in family/household	Indigence guideline
For families/households with more than 8 persons, add \$6,320 for each additional person.	
1	\$17,655
2	23,895
3	30,135
4	36,375
5	42,615
6	48,855
7	55,095
8	61,335

MVCC INDIGENT FUNERAL PROGRAM APPLICATION

Date: _____ Time: _____

Deceased: _____ Social Security # _____

Address: _____

If care facility/previous address: _____

Death Date: _____ Place of Death: _____ Date of Birth: _____

Employment: _____ Benefits Available: ___ Yes ___ No Veteran: ___ Yes ___ No

Deceased Income Source & Amount: _____

Surviving Spouse: ___ Yes ___ No Name: _____

Address: _____

Applicant Name: _____ Relationship: _____

Address: _____ Phone: _____

Applicant Employment: _____

Applicant Income Source & Amount: _____

Other Household Income Source & Amount: _____

Does applicant/family wish to have the remains of the deceased after cremation: ___ Yes ___ No

The undersigned, having been first duly sworn, states as follows:

1. The undersigned applicant gives this affidavit pursuant to R.C. 9.15 (indigent burials);
2. The body of the deceased was a legal resident of one of the following municipalities: Centerville, Germantown, Kettering, Miamisburg, Moraine, Oakwood, Springboro, or West Carrollton.
3. No burial assistance is available from any other source.
4. The deceased had no income other than that noted above, prior to his/her death.
5. The applicant/family herein has no income other than that noted above.
6. There are no insurance proceeds payable to the estate of the deceased and/or the applicant and/or any family member herein except:

Applicant's Signature

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____
20_____.

Notary Public

(SEAL)

BIDDERS PROPOSAL – MVCC INDIGENT FUNERAL COOPERATIVE BID

Submitted by: _____

Having read the specifications for the MVCC Indigent Funeral Program cooperative bid by members of the Miami Valley Communications Council, and having also taking into account any and all addenda issued, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in said specifications for the said work for the following sum:

A. COST INFORMATION

<u>ITEM OF WORK</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
Indigent cremations	25/year	\$ _____	\$ _____
Cremains storage (Describe method to be used):	Unknown	\$ _____	

Attach description and photo of urn to be used in the indigent funeral.

B. STATEMENT BY ALL BIDDERS

The receipt of the following addenda to the specifications is hereby acknowledged:

Addendum number _____ Date: _____

Addendum number _____ Date: _____

C. CONTRACT PERPARATION INFORMATION:

This following information is needed in order to prepare a contract for the successful bidder:

Name of bidding organization: _____

Address: _____

Federal ID number: _____

Fax number: _____

Email address: _____

E. EXECUTION OF PROPOSAL

This proposal submitted by: _____
(name of contacting organization)

Signature and title of authorized representative: _____

Date: _____

Name and phone number of contact person:

PROPOSAL FORM

OFFER

_____, as a Contractor authorized to do business in the State of Ohio, proposes to perform the work identified as:

Miami Valley Communications Council _____, 2006

To: The Miami Valley Communications Council:

GENTLEMEN:

The undersigned hereby declares, as a bidder, that he has personally examined the site of the herein proposed work, that the only persons or parties interested in this proposal(s) are those named herein, that this bid is made without any connection with any other person making a bid for the same purpose, that he has read the Invitation to Bid, including Instructions to Bidders, General Conditions, Agreement, Bond Forms, Specifications, Plans and Drawings, and the amendments thereto, that he agrees to all of the stipulations therein contained, and he proposes and agrees that if his bid, as submitted in the attached schedule is accepted, he will contract in the form specified in the Invitation to Bid, perform all the work mentioned in the Invitation to Bid and complete the same within the time therein specified after the date of notification by the City to proceed with the work, and will furnish the required bonds all within ten days after the date of mailing Notice of Acceptance to him at his address as given below, and that he will accept in full payment therefore the prices named in the attached schedule. Said prices are to include and cover the furnishing of all material, labor, tools, equipment and all other things necessary to complete the entire work in a proper and workmanlike manner according to the plans identified in the Invitation to Bid and upon the terms and conditions and in the manner set forth in the Invitation to Bid, and under penalty of bond hereto attached, and to the full satisfaction and acceptance by the participating municipality.

The following is the name and place of the surety company which will sign the bonds each in the amount of 100% of the bid as surety if the work is awarded to the undersigned.

Of _____

Local Agent _____

Address _____

It is hereby agreed that the Miami Valley Communications Council has the right to reject this proposal, or to award the above described work to the undersigned at the prices stipulated. If the proposal is rejected, then the enclosed check for 10% of the amount of the bid, (if a bid bond is not included), which is made payable to the Miami Valley Communications Council shall be returned to the undersigned as provided in Instruction to Bidders.

If the proposal is accepted and the work is awarded and the Undersigned shall fail to enter into a Contract in the form and terms set out in the Invitation to Bid within ten days after the award shall have been made, then the said check shall be cashed and the amount thereof paid into the Treasury of the Miami Valley Communications Council as liquidated damages for the failure of the undersigned to comply with the terms of this proposal.

Name of Corporation Submitting Bid _____

Name of Partnership Submitting Bid _____

If Partnership, Name of Partners _____

Name of Individual Submitting Bid _____

If Individual, Name of Business _____

AFFIDAVIT

STATE OF OHIO) &
COUNTY OF _____)

_____, BEING DULY CAUTIONED AND
SWORN, STATES AS FOLLOWS :

1. That he/she is _____ of
(Title)

(Name of Contracting Agency)

2. That _____ is not presently
(Name of Contracting Agency)

charged with any delinquent personal property taxes on the general tax list of personal property of any county in which this taxing district has property. This taxing district includes property within the following counties:

- OR -

3. That _____ is charged
(Name of Contracting Party)

With delinquent personal property tax on the general tax list of personal property of any county in which this taxing district has property. The taxing district includes property within the following counties: _____

A. The amount of delinquent personal property tax due and unpaid including Any due and unpaid penalty and interest is : \$ _____

Affiant

Sworn to and subscribed in my presence this _____ day of _____ 2006

Notary Public

NOTE TO FISCAL OFFICER: If any personal property taxes are delinquent, you must send a copy of this statement to the County treasurer within 30 days of the date it is submitted.

CERTIFICATE OF NON-COLLUSION
INDIGENT FUNERAL PROGRAM
MIAMI VALLEY COMMUNICATIONS COUNCIL
STATE OF OHIO

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, deposes and says:

That as a condition precedent to the award of the Miami Valley Communications Council project as above captioned:

I _____ (owner) (partner)
(officer or delegate)

of _____
(firm)

do solemnly swear that neither I, nor to the best of my knowledge, any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the Miami Valley Communications Council.

Contractor

By _____

Subscribed and sworn to me before this _____ day of _____, 2015

Seal Expires : _____
Notary Public

CERTIFICATE OF NON-DISCRIMINATION

**INDIGENT FUNERAL PROGRAM
MIAMI VALLEY COMMUNICATIONS COUNCIL**

STATE OF OHIO

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, deposes and says:
That as a condition precedent to the award of the pavement marking bid as above captioned:

I _____ of _____ (owner) (partner)
(officer or delegate) (firm)

do solemnly swear that neither I, nor to the best of my knowledge, any member or members of my firm or company will discriminate against any employee or applicant for employment because of race, religion, color, sex, ancestry, age, handicap or national origin. I will take affirmative action to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, ancestry, age, handicap or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. I agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

I will, in all solicitations or advertisements for employees placed by or on behalf of myself, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, ancestry, age, handicap or national origin.

I will send to each labor union or representative of workers with which I have a collective bargaining agreement or other contract of understanding a notice advertising the labor union or workers representative of my commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of my noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be terminated in whole or in part as set forth in the clause entitled Termination for Default.

Contractor

By _____

Subscribed and sworn to me before this _____ day of _____, 2015

My Commission Expires : _____
Notary Public

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
Principal and _____ as Surety, are held and firmly bound unto the
Miami Valley Communications Council, State of Ohio, hereinafter called MVCC, in the penal sum of
_____ dollars lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,
jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying
bid, this _____ day of _____ 2015, for satisfactory Bid Bond submitted as
per attached copy, covering the following project:
Indigent Funeral Program.

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein
after the opening of the same, or if no period be specified, within sixty (60) days after said
opening, and shall within the period specified therefore, or, if no period be specified, within ten
(10) days after the prescribed forms are presented to him for signature, enter into a written
contract with the City in accordance with the bid as accepted, and give bond with good and
sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment
of such contract, or in the event of the withdrawal of said bid within the period specified, or the
failure to enter into such contract and give such bond within the time specified, if the principal shall
pay the City the difference or failure to enter into such contract and give such bond within the time
specified, if the principal shall pay the City the difference between the amount specified in said bid
and the amount for which the City may procure the required work and/or supplies if the latter
amount be in excess of the former, then the above obligation shall be void and of no effect,
otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument.

Under their several seals this _____ day of _____ 2015, and name and
corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative. Two Witnesses (if individual).

Principal BY _____

ATTEST: (If corporation)

Corporate Seal _____

Title

Surety

Alternative: Certified check in the amount of 10% of bid, payable to the Miami Valley Communications Council.

BIDDER'S PRINCIPALS EXPERIENCE AND REFERENCE

PRINCIPALS

The full names and residences of persons and firms interested in the foregoing Bid as Principals are as follows:

EXPERIENCE AND REFERENCES
