

REQUEST FOR BIDS (RFB)

BY THE

**SCIOTO TOWNSHIP BOARD OF TRUSTEES,
DELAWARE COUNTY, OHIO**

FOR

**DEMOLITION CLEANUP OF 1823 STATE ROUTE 257,
DELAWARE, OHIO**

**Scioto Township Board of Trustees
3737 Ostrander Road
Ostrander, Ohio 43061**

April 2024

SCIOTO TOWNSHIP BOARD OF TRUSTEES

DOUG LOUDENSLAGER

RALPH MOSELEY

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SCIOTO TOWNSHIP FISCAL OFFICER

**KATHY MELVIN
(740) 666-3014**

**REQUEST FOR BIDS (RFB)
FOR DEMOLITION CLEANUP OF
1823 STATE ROUTE 257, DELAWARE, OHIO**

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**Legal Notice of Request for Bids (RFB) for Demolition Cleanup of
1823 State Route 257 South, Delaware, Ohio**

Sealed bids will be received by the Scioto Township Board of Trustees, Delaware County, Ohio (hereinafter "Board"), c/o Kathy Melvin, Scioto Township Fiscal Officer, by United States Mail or hand delivered postmarked or received by 5:00 p.m. on or before May 1, 2024 at 3737 Ostrander Road, Ostrander, Ohio 43061 for furnishing all labor, materials, equipment and all related items necessary to complete remediation of the land and former structure located at 1823 State Route 257 South, Delaware, Ohio, removal and proper disposal of all demolition debris, and proper fill, grading, and seeding of the demolition site. At 5:30 p.m. on May 1, 2024, bids will be publicly opened and read aloud at the Scioto Township Government Office located at 3737 Ostrander Road, Ostrander, Ohio 43061. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

This is a single prime contractor project for a general contractor. This project will be funded in whole or in part as part of the FEMA Flood Mitigation Program and/or Ohio Department of Development funding. The terms and conditions of this contract generally require the successful bidder, on a lump sum basis, to provide all labor, materials, and equipment necessary to complete the work located at 1823 State Route 257 South, Delaware, Ohio remove and properly dispose of all demolition debris, and properly grade the demolition site in accordance with the Request for Bids (RFB). The total estimate of cost for this project is \$17,900.00.

An RFB containing the terms and conditions of this project, together with detailed technical specifications, bid documents and contract documents, may be obtained by contacting Kathy Melvin, Scioto Township Fiscal Officer, at 740-666-3014 or 740-272-1407 or kmelvin@sciototownshipohio.com. Bid documents can be viewed at no charge at <https://sciototownshipohio.com/>

Bids must be submitted on bid forms contained in the RFB, shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, and shall be enclosed in sealed opaque envelopes addressed to Kathy Melvin, Scioto Township Fiscal Officer, 3737 Ostrander Road, Ostrander, Ohio 43061 and be marked: "Bid for Demolition Cleanup of 1823 State Route 257 South, Delaware, Ohio."

A mandatory pre-bid meeting and viewing of 1823 State Route 257 South, Delaware, Ohio will take place at 3 p.m. on April 17, 2024 at 1823 State Route 257 South, Delaware, Ohio.

Each bidder is required to furnish bid security with its bid in accordance with Ohio Revised Code Sections 307.88 and 153.54 *et seq.* Bid security shall be in the form of a bond or consist of a certified check, cashier's check, or letter of credit. Bid security shall be furnished in an amount equal to the full amount of the bid. Bid security, whether a bond, certified check, cashier's check, or letter of credit, shall be conditioned that the bidder, if the bidder's bid is accepted, shall execute a proper contract in conformity to the invitation (this RFB) and the bid. Bid security furnished in the form of a bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Bid security furnished in the form of a certified check, cashier's check, or letter of credit shall be drawn on a solvent bank or savings and loan

association. All bid security shall be in favor of the Scioto Township Board of Trustees, Delaware County, Ohio.

A performance bond in the full amount of the price bid shall be required from the successful bidder to properly secure the performance of the Contract in accordance with the terms, provisions and conditions of the Contract and within the time specified. The performance bond shall be in the name of the Scioto Township Board of Trustees, Delaware County, Ohio, be furnished within ten (10) days from the date of the award, and be in accordance with Section 153.54, et seq., of the Ohio Revised Code. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

Each bidder must provide three (3) references and each bid shall be accompanied by a complete statement of qualifications on the form which is included in the RFB.

Each prospective bidder shall be an equal opportunity employer.

To be eligible for consideration of award, a bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative(s), to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award the bid in the manner deemed to be in the best interest of the Board and Scioto Township.

By order of

The Scioto Township Board of Trustees,
Delaware County, Ohio
3737 Ostrander Road
Ostrander, Ohio 43061

Kathy Melvin
Scioto Township Fiscal Officer
Telephone: 740-666-3014 or 740-272-1407
Email: kmelvin@sciototownshipohio.com

Published in the Delaware Gazette on Saturday April 13, 2024.

IMPORTANT NOTE

By submitting a bid, Bidders will be presumed to be familiar with all the instructions, requirements, and Specifications set forth in this RFB. Bidders are advised to read, understand, and become familiar with the instructions, requirements, and Specifications set forth in this RFB.

Section 1 – Background

1.1 Background – 1823 State Route 257, Delaware, OH 43015

The vacant residential site of 1823 State Route 257, Delaware, (hereinafter “the Site”) is currently owned by the Board of Trustees of Scioto Township, Delaware County, Ohio. The property is composed of an approximately 2,080 square foot split-level residential structure, water well, and a septic tank with leach field. It is located on the western bank of the Scioto River north of the intersection of State Route 36 and State Route 257. The site has been vacant since August 2023. Per the Delaware County Auditor’s Office, the home was constructed circa 1972.

The residential structure contains asbestos containing materials (ACM). Remediation has been completed on March 8th, 2024. The Scioto Township Fire Department will raze the structure through the use of a controlled burn prior to the beginning of work.

1.2 Contact

Scioto Township Fiscal Officer Kathy Melvin shall serve as the point of contact for the Board on this project. Contact information for Ms. Melvin is as follows:

Kathy Melvin
Scioto Township Fiscal Officer
Telephone: 740-666-3014 or 740-272-1407
Email: kmelvin@sciototownshipohio.com

Section 2 – Calendar of Events and Communications

2.1 Calendar of Events

The following calendar of events is proposed. The dates in this proposed calendar are subject to change at the Board's discretion.

ACTION	DATE
Date of Advertisement	April 13, 2024
RFB Issue	April 3, 2024
Pre-Bid Meeting	April 17, 2024
Deadline for Questions	April 24, 2024
Bids Due	May 1, 2024
Bids Opened	May 1, 2024
Intent to Award	May 1, 2024
Contract to Be Executed	May 15, 2024
Project Complete (Approx.)	Thirty (30) days following execution of contract.

2.2 Communications

2.2.1 Request for Bids (RFB) Submittal Process

Three (3) complete and signed copies of each bid must be submitted for evaluation. Bids shall:

- a. be submitted on bid forms contained in this RFB; and,
- b. contain the full name of each person, party, or parties submitting the bid and all persons interested therein; and,
- c. be enclosed in sealed opaque envelopes clearly marked: “Bid for Demolition Cleanup of Site of 1823 State Route 257, Delaware.”

Bids shall be mailed via United States Mail or delivered by courier service to the following address:

Scioto Township Board of Trustees,
Delaware County, Ohio
c/o Kathy Melvin
Scioto Township Fiscal Officer
3737 Ostrander Road
Ostrander, Ohio 43061

All bids must be postmarked or received by 5 p.m. on or before May 1, 2024. Bids or unsolicited amendments received after such date and time SHALL NOT BE CONSIDERED.

Bids will be opened and read aloud at 5:30 p.m. on May 1, 2024 at the Scioto Township Hall located at 3737 Ostrander Road, Ostrander, Ohio 43061. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

2.2.2 Pre-Bid Meeting and Tour

A mandatory pre-bid meeting and tour of the Site will take place at 1823 State Route 257, Delaware at 3:00 p.m. on April 17, 2024.

Potential bidders may ask verbal questions only at the pre-bid meeting.

Additional tours may be scheduled within the Board's discretion, with notice of said tours to be provided to all potential bidders.

2.2.3 Inquiries

The Board will accept written questions regarding the RFB through 5 p.m., April 24, 2024 at the address listed above in Section 2.2.1 via email to kmelvin@sciototownshipohio.com. Questions received after this date and time will not receive a response.

After each emailed question is sent, the bidder shall call 740-666-3014 or 740-272-1407 and state that an email inquiry has been sent, their name, company, and phone number.

The Board will **not** respond to questions posed verbally, unless posed at the pre-bid meeting.

All questions and responses to such questions that are received prior to the pre-bid meeting will be made available to all who receive and/or take a copy of this RFB by 5 p.m. on April 17, 2024.

2.2.4 Communication Restrictions

From the time of release of the RFB until the time a contractor is selected and a contract executed, bidders shall not communicate with any Board member, Board employee, Board Staff or any Delaware County Official, employee, or staff concerning the request for RFB except using the methods described in sections 2.2.1 through 2.2.3 above. Bidders that attempt any unauthorized communications will be disqualified.

For purposes of clarification, the Board reserves the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud.

2.3 Supplements/Modifications/Amendments

The Board may modify, amend, and/or supplement this RFB at any time during the bidding process. Supplements, modifications and/or amendments to this RFB will be by written supplement, modification, and/or addendum issued by the Board. The Board will furnish supplements, modifications, and/or amendments to all prospective contractors who have requested and received a copy of the RFB. Should the Board issue a supplement, modification, and/or addendum, the submission deadline, at the discretion of the Board, may be extended, if appropriate, to accommodate changes in bid content.

2.4 Public Records Notification

All materials submitted to and accepted by the Board in response to this RFB shall become the property of the Board and will be retained by the Board in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. The contents of the bid may be subject to the Ohio Public Records Act, Section 149.43 of the Ohio Revised Code.

2.5 No Changes To Bids After Submittal

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR BIDS BEFORE SUBMITTING THEIR BIDS TO THE BOARD. ONCE SUBMITTED AND OPENED BIDS CANNOT BE CHANGED OR ALTERED.

Section 3 – Specifications

3.1 Summary of Project and Specifications

This is a FEMA Hazard Mitigation Grant Program property. The Scioto Township Fire Department will be razing the main residential structure for the use of a training burn site prior to project onset. Asbestos remediation will be completed prior to training burn. All residential improvements, including but not limited to residences, structures, garages, driveways, sidewalks, and above-grade concrete shall be removed. All demolition debris shall be removed and taken to a facility approved for construction and demolition debris.

All septic tanks shall be emptied. If tanks are not removed, the floors and walls must be cracked or crumbled so the tank will not hold water and be filled with sand or other clean fill. Foundation and/or basement walls shall be removed to at least one foot below the finish grade of the site. Basement to be filled with compacted clean fill. Prior to filling, basement floors shall be provided with a minimum one-foot diameter hole in floor to allow proper drainage. Verification of drainage and documentation to Township shall be made prior to fill.

Best efforts will be used to keep all trees in place. Only trees that restrict demolition work may be removed and will be identified in coordination with the Township.

Any and all utilities, including any on-site well, shall be abandoned, terminated, and capped in accordance with Ohio and Delaware County, Ohio laws and regulations.

Site shall be graded and leveled. Clean fill should be added to provide a minimum 12-inch layer of soil capable of encouraging vegetation.

See Appendix A.

3.2 Estimated Cost

The total cost estimate of this project is \$17,900.00.

3.3 Compensation

The successful contractor shall receive payment for services as follows:

- A. The successful contractor shall provide proper invoices.
- B. The successful contractor shall submit hard copies of proper invoices directly to the Board as follows:

Scioto Township Board of Trustees,
Delaware County, Ohio
c/o Kathy Melvin
Scioto Township Fiscal Officer
Request for Bids for Demolition Cleanup, April 2024
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3737 Ostrander Road
Ostrander, Ohio 43061

- C. The amount billed on the invoices shall include the cost of all equipment, equipment usage, labor, materials, supplies, and the like necessary, used in, or consumed in performing the services.
- D. The Board shall have thirty (30) days after receipt of a proper invoice from the successful contractor to pay such invoice.

3.4 Invoices

A proper invoice is defined as being free from defects, discrepancies, errors, or other improprieties and shall include, but is not limited to including, the following:

- Successful contractor's name and address as designated in the contract;
- Successful contractor's federal employer identification number;
- The purchase order number authorizing the purchase of services;
- Date of service;
- Invoice number;
- Description of services performed;
- Detailed labor costs;
- Detailed by unit quantities of equipment, materials, supplies, and the like necessary, used in, or consumed in performing the services;
- Invoice total cost;
- All other information as otherwise deemed necessary by the successful contractor and/or specified and required by the Board.

The successful contractor shall support all costs by properly executed payroll, time records, invoices, contracts, receipts, or vouchers. Upon submission of a proper invoice, the Board shall be permitted thirty (30) days from receipt of the invoice to remit payment. Defective invoices shall be returned to the successful contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt by the Board of the corrected invoice.

The date of the warrant issued in payment shall be considered the date payment is made. The successful contractor's payment shall not be initiated before a proper invoice is received by the Board.

Payment shall be made to the successful contractor, under the successful contractor's federal employer identification number, and only as provided for in this RFB and/or in the contract.

3.6 Taxes, Discounts and Credits

The Board is exempt from taxes. The Board shall, upon request, supply the successful contractor with any required proof of such exemption. Should the Board be subject to any taxes, the

successful contractor shall include all applicable taxes in bid prices less all discounts and refunds.

The successful contractor shall apply for all credits on behalf of the Board. Only non-porous materials, such as wiring, plumbing fixtures, metal piping, and miscellaneous metals may be salvaged. The contractor shall offset their bid price by any salvage they may realize.

3.7 Licenses

The successful contractor shall procure at its own expense and maintain in full force and effect during the life of this contract, all licenses required by federal, state or local authorities relative to the performance of the services required by the contract.

Each of the successful contractor's employees operating a motor vehicle in connection with this contract shall, at all times, have and carry a valid driver's license for the type of vehicle they are driving.

3.8 Permits

The successful contractor shall apply for and obtain at its own expense and maintain in full force and effect during the life of this contract, all permits (i.e., demolition) required by federal, state or local authorities relative to the performance of and necessary to perform the services required by the contract, if not already provided for by Township.

3.9 Warranties

If the services being provided carry warranties and/or service agreements, detailed information regarding such warranties and service agreements must be included with the bid.

3.10 Assignments/Subcontractors

The successful contractor will not be permitted to assign or subcontract the contract, or any part thereof, without first having obtained the written approval of the Board. Any assignment or subcontracting of the contract or any part thereof shall not relieve the successful contractor of any of its liabilities under the terms of the contract. Any assignee or subcontractor must meet all the requirements of this RFB pertaining to the services the assignee or subcontractor provides. The successful contractor shall provide to each assignee and/or subcontractor a copy of the contract before the assignee or subcontractor commences to provide services.

3.11 Assistance in Legal Actions

The successful contractor, at no extra cost, shall assist the Board in defending all legal actions brought against the Board in relation to the contract. Such assistance shall include, but is not limited to participation in depositions, assistance in responding to discovery requests, and providing live testimony.

Section 4 – Bid Format/Bid Submission

In responding to this RFB, bidders must comply with each of the format requirements detailed in this section.

4.1 Number of Copies

The bidder must submit three (3) complete copies of the bid by the deadline.

4.2 Cover Letter

The cover letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the bidder. The cover letter shall provide a summary of the services to be provided, and the name and telephone number of a contact person with authority to answer questions regarding the bid. The letter shall also include the name and phone number of a contact person to be notified regarding contractual issues.

4.3 Bid Requirements

Bidders shall use and submit the Bid Form included in the appendix of this RFB. Bids shall include all of the following:

- A. Each bid shall contain the full name, address, telephone number, and other contact information for the person, firm or corporation submitting the bid.
- B. The bid shall be signed by the person submitting the bid or by an authorized representative of the firm or corporation.
- C. Each bid shall contain a fixed dollar amount for providing the services required by this RFB.
- D. Each bid shall be accompanied by a complete statement of qualifications set forth on the form which is attached hereto and incorporated herein. The bidder shall show on the statement of qualifications information as to why the bidder is qualified to perform the services required by the RFB.
- E. Each bid shall be accompanied by a statement indicating years of experience in providing the types of work required to complete the project.
- F. Each bid shall include at least three (3) references.
- G. Each bid shall be accompanied by a notarized and fully executed non-collusion affidavit. The form for such affidavit is attached hereto and incorporated herein.
- H. Each bid shall be accompanied by a notarized affidavit which attests that:

- i. The Bidder is not charged with any delinquent personal property taxes on the general tax list of the personal property of Delaware County, Ohio

OR

- ii. The Bidder is charged with delinquent personal property taxes on any such tax list, setting forth the amount of such due and unpaid taxes and any due and unpaid penalties and interest thereon.

The form for such affidavit is attached hereto and incorporated herein.

- I. If the bidder is corporation, each bid shall be accompanied by a notarized and fully executed affidavit indicating that the person that signs the bid and the contract is authorized to sign on behalf of the corporation and bind the corporation. The form for such affidavit is attached hereto and incorporated herein.
- J. Each bid shall be accompanied by a fully executed non-discrimination statement. The form for such non-discrimination statement is attached hereto and incorporated herein.
- K. Pursuant to Section 145.038 of the Ohio Revised Code, if the selected Contractor is an entity with fewer than five (5) individual employees, the Board shall require the Contractor to acknowledge, in writing on a form provided by the Ohio Public Employees Retirement System (“OPERS”), which is attached hereto and incorporated herein, that the Contractor has been informed that the Board does not consider the Contractor to be a public employee and that no contributions will be made to the OPERS for the services provided under this Contract.
- L. Each bid must be accompanied by an appropriate bid guarantee in accordance with the terms, conditions, and requirements set forth in this RFB.
- M. Each bid must be accompanied by all appropriate and complete forms as included with this RFB.
- N. Each bid shall be accompanied by the following insurance documents:
 - i. Copies of proof(s) of insurance showing the insurance policies and amounts of coverage as required in this RFB Package.
 - ii. Certificate proving that the bidder and its agents and employees are covered by workers' compensation, employees' liability and/or the successful contractor's insurance in amounts sufficient to satisfy all claims that might arise from its acts or those of its employees and agents. The successful contractor is responsible for ensuring contractually that any subcontractors maintain workers' compensation insurance at all times during the term of the resulting contract.

Failure to maintain the required insurance coverage at any time during the term of the Contract shall be deemed a material breach of the Contract. Such failure shall deem the Contract void in its entirety, and the successful contractor shall not be entitled to any payment pursuant to the contract or otherwise.

4.4 Forms

Bidders shall complete and submit with their bid all applicable forms in the Appendix of this RFB.

4.5 Bid Security (Bond)

Bidders shall submit with their completed bid, bid security in the form of a bond or certified check, cashier's check, or money order in accordance with Section 307.88 and 153.54, et seq. as required in this RFB. See Section 6.6 of this RFB.

4.6 Conflict of Interest

Neither the bidder nor any personnel of the bidder may voluntarily acquire any personal interest that conflicts with their responsibilities under any contract entered pursuant to this RFB. Additionally, the bidder will not knowingly permit any public official or public employee who has any responsibilities related to any contract entered pursuant to this RFB to acquire an interest in anything or any entity under the bidder's control if such an interest would conflict with that official's or employee's duties.

The contractor will disclose to the Board knowledge of any person who acquires an incompatible or conflicting personal interest related to any contract entered pursuant to this RFB. The contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under any contract entered pursuant to this RFB, unless the Board has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Each bid must include a statement indicating whether the bidder or any person(s) that work for the bidder in relation to any contract entered pursuant to this RFB has a possible conflict of interest (e.g., employed by the State of Ohio, Delaware County, Ohio, the Board, has worked on a related contract, or has participated in the development of the specifications or requirements for this RFB) and, if so, the nature of that conflict. The Board has the right to reject a bid in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

4.7 Failure to Submit Required Documents

The failure of a bidder to submit any documents required by this RFB and/or if any such submitted documents are not fully executed, such failure to submit or failure to fully execute such documents may be grounds for rejection of the bid.

4.8 Withdrawal of Bid/Error

- A. Bidders may withdraw their bid at any time prior to the closing date for the receipt of the bids. Except as provided herein, after the bid opening, bidders may not withdraw their bids during the bid evaluation period. Withdrawal of a bid after the bid opening may subject a vendor to liability for excess cost incurred to the Board, and result in a bid being awarded to the next lowest and best bidder.

- B. In the case of a price bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid, as opposed to a judgment mistake, the Board may, prior to award of the bid, reject such a bid upon presentation of a petition from the bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Board within two (2) business days after the bid opening.

Section 5 – Evaluation of Bids

5.1 Evaluation Team

A selection committee will evaluate the bids. The composition of the committee will remain consistent for all reviewed bids. Based on the committee's review of the submitted bids, the committee will make a recommendation to the Board. The Board will ultimately be responsible for selecting the winning bid.

5.2 Evaluation

Evaluation of responses for this RFB will consist of the following three (3) phases:

Phase I: Verification of compliance with the minimum technical requirements of the RFB.

Phase II: Evaluate the contents and merits of the bids, including, but not limited to qualifications, experience, and bid amount.

Phase III: Selection by the Board.

The Board reserves the right to supplement or change the evaluation process or selection criteria prior to the awarding of the contract.

5.2.1 Phase I – Evaluation of Minimum Technical Requirements

The first phase of the evaluation process consists of a review of all bids received to ensure that each bid meets the minimum technical requirements contained in this RFB, including, but not limited to, those identified below:

- A. The bidder must submit three (3) complete copies of the bid by the deadline.
- B. The bidder must sign all copies of the bid.
- C. The bid must include the following information:
 - Cover Letter
 - Bid Form
 - Properly completed/signed copies of all applicable forms, including affidavits, attached to this RFB.
 - Proof of insurance and workers compensation coverage.
 - Bid security.
 - All other forms and documents required by this RFB.

Bids that have been determined not to have met one or more of the mandatory requirements will be excluded from any further consideration.

5.2.2 Phase II – Evaluation of Contents, Merits, and Requirements

The second phase of the evaluation process will only include those bids meeting the minimum technical requirements as provided in Section 5.2.1 above (i.e. passing Phase I of the evaluation process.) Such bids will be evaluated based on, including, but not limited to, the contents, merits, and amount of the bid. Bids will be ranked according to the lowest and best. The bid ranking the lowest and best will be recommended for award by the selection committee to the Board.

5.2.3 Phase III - Selection by Board

The selection of a contractor will be based on the lowest and best bid as determined solely by the Board. In its selection process, the Board reserves the right to reject any and/or all bids and waive any defects in form that it determines are not material.

5.3 Investigations

In evaluating the bids, the evaluating committee and the Board reserve to right to and may make such investigations as deemed necessary to determine the ability of the bidder to perform the work required to be performed by this RFB. The bidder shall furnish to the evaluating committee and the Board all such information and data for this purpose as may be requested. The Board reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Board that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

5.4 Award

The Contract will be awarded as follows:

- A. Except as provided in Section 4.8, ALL BIDS OPENED SHALL BE FINAL. There shall be no oral interpretations of bids from the floor.
- B. The Board reserves the right to consider all elements entering into the question of determining the qualifications and responsibility of the bidder, his or her agents or representatives.
- C. Any bid which, in the judgment of the Board, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the specifications and contents of the RFB, may be rejected.
- D. Award will be made to the lowest and best bidder. The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award the bid in the manner deemed to be in the best interest of the Board and Scioto Township.

5.4 Contract

The contract shall meet the following requirements:

- A. The contract shall be in writing.
- B. The contract shall be in the form included in this RFB (Other forms provided by the successful contractor may be considered.)
- C. The contract shall contain all provisions, terms, and conditions of this RFB and shall incorporate this RFB into the Contract.
- D. Upon execution of the contract, the Board shall return, in a timely manner, the bid security of all unsuccessful bidders.
- E. The successful contractor's bid security will be returned upon execution of the contract and delivery of the contract performance bond to the Board.

Section 6 – Terms and Conditions

NOTE: ALL REQUIRED FORMS ARE INCLUDED IN APPENDIX B OF THIS DOCUMENT.

6.1 Contractor Acknowledgement

By submitting a bid, the bidder acknowledges that it has fully and completely read and reviewed this RFB, that it fully and completely understands this RFB, and, if the bidder is awarded the contract, agrees to be bound by all terms, requirements, and conditions contained in this RFB.

The bidder acknowledges and understands that any contract that results from a bid submitted pursuant to this RFB must be approved by the Board.

6.2 Reservation of Rights by the Board

The Board reserves the following rights in relation to any bid submitted or any contract that results from a bid submitted pursuant to this RFB:

- A. The Board reserves the right to disqualify any bid that takes exception to or limits the rights of the Board and/or Scioto Township under this RFB and/or resulting contract.
- B. The Board reserves the right to refuse any bid not properly submitted in accordance with the requirements of this RFB.
- C. The Board reserves the right to reject the selected bid, other bids, or all bids at any time prior to execution of a contract for any reason.
- D. The Board reserves the right to cancel this RFB at any time.
- E. The Board reserves the right to reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract has been made.
- F. The Board reserves the right to select the bidder deemed to be the lowest and best bidder, as determined solely by the Board and/or its representative, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of this RFB and to award the bid in the manner deemed to be in the best interest of the Board and Scioto Township.

6.3 Independent Contractor

The successful contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the successful contractor and/or its officers, officials, board, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board and Scioto Township, Delaware County, Ohio.

6.4 Indemnification

The successful contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the successful contractor agrees to indemnify and hold free and harmless the Board, Scioto Township, its respective boards, board members, officers, officials, employees, volunteers, agents, servants and representatives (collectively “Indemnified Parties”) from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the successful contractor's, any subcontractor’s, or any sub-subcontractor’s performance of this Contract, including, but not limited to the performance or actions of the successful contractor’s, any subcontractor’s, or any sub-subcontractor’s officers, officials, boards, employees, agents, servants, volunteers, or representatives (collectively “Contracted Parties”.) The successful contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the successful contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney’s fees, costs, and expenses. The successful contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the successful contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney’s fees.
- B. The successful contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.
- C. To the fullest extent of the law and without limitation, the successful contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, penalties, fines, and expenses,

including, but not limited to attorney's fees, arising out of or resulting from any violation of governmental laws, regulations, any spoilage, harm, damage, injury, or loss of or upon the environment, including, but not limited to land, water, or air, or any adverse effect on the environment, including, but not limited to land, water, and/or air, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract. The successful contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the successful contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The successful contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the successful contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, penalties, fines, and expenses, including, but not limited to attorney's fees.

6.5 Insurance

The successful contractor shall carry and maintain throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, illness, bodily harm, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the successful contractor shall present to the Board current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed with a limit no less than \$100,000.00 each accident.
- B. Comprehensive Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the successful contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least one million dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least two million dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract. This insurance shall include, but not be limited to, the following coverage:

1. Premises-Operations
2. Product and Completed Operation

3. Broad Form Property Damage
 4. Contractual
 5. Personal Injury
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which the successful contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least three million dollars (\$3,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Board, with coverage in an amount equal to that required by law and covering all sums which the successful contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least one million dollars (\$1,000,000.00) (Combined Single Limit) or, five hundred fifty thousand dollars (\$500,000.00) per person and five hundred thousand dollars (\$500,000.00) per accident for bodily injury and two hundred fifty thousand dollars (\$250,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The Indemnified Parties must be named as “Additional Insured” on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf. All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The insurer shall provide thirty (30) days written notice to the Board before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

During the life of the Contract, the Board may require the successful contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

In addition to the rights and protections provided by the insurance policies as required above, the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

6.6 Bid Security

Each bid shall be accompanied by bid security in the form of either:

- A. A bond in favor of the Board. Such bond shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54 *et seq.* and be in an amount equal to the full amount of the bid. The bond shall be substantially in the form provided in Ohio Revised Code section 153.571 (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.571 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Scioto Township Board of Trustees, Delaware County, Ohio, referencing the applicable RFB name and/or number. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety; or,
- B. A certified check, cashier's check, or letter of credit. Such certified check, cashier's check, or letter of credit shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54, *et seq.* and be in an amount equal to the full amount of the bid. The certified check, cashier's check, or letter of credit shall be drawn on a solvent bank or savings and loan association. Such certified check, cashier's check, or letter of credit shall be in favor of or made payable to the Scioto Township Board of Trustees, Delaware County, Ohio.

Bid security, whether a bond or certified check, cashier's check, or letter of credit, shall be conditioned that the bidder, if the bidder's bid is accepted, shall execute a proper contract in conformity to the invitation (this RFB) and the bid.

Bid security/bond shall conform to the requirements of Ohio Revised Code Sections 153.54, *et seq.* and 307.88.

If the successful contractor fails to enter into the Contract within ten (10) days after the notice of award and to give a proper contract performance bond, the bid security shall be subject to forfeiture as provided in Ohio Revised Code Sections 307.88 and 153.54 *et seq.* Should the successful contractor appropriately and timely enter the Contract, the bid security will be returned to the successful contractor.

If the bid security is in the form of a bond, the surety company providing the bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the Board. Attorneys-in-fact who sign the bond must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

6.7 Performance Bond

Within ten (10) days from the date of the award of the contract, the successful contractor will be required to enter into the Contract with the Board, and, at that same time, give an acceptable

performance bond in the name of the Scioto Township Board of Trustees, Delaware County, Ohio. The performance bond shall be in accordance with Ohio Revised Code Section 153.54, *et seq.* The performance bond shall be in the full amount of the bid to properly secure the performance of the Contract in accordance with the terms, provisions and conditions of the Contract and within the time specified.

Such performance bond shall be substantially in the form provided in Ohio Revised Code Section 153.57. (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.57 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Scioto Township Board of Trustees, Delaware County, Ohio, referencing the applicable RFB name and/or number. The performance bond shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Failure on the part of the successful contractor to furnish the required performance bond to the Board within ten (10) days of the award may be considered cause for the annulment of the bid award and forfeiture of the bid security to the Board.

Any action on the part of the successful contractor or its bonding company to revoke or cancel the performance bond prior to the expiration of the Contract or extension thereto, will be considered a breach of Contract and will result in the immediate cancellation of the Contract. Should this occur, the successful contractor will be held liable for any additional costs incurred by the Board in seeking replacement items/services.

Furthermore, the Board, in its sole discretion, may require additional bonding from the successful contractor. Should an additional bond be required, the Board will make that determination prior to executing the Contract.

The surety company providing the Contract Performance Bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the Board. Attorneys-in-fact who sign Contract Performance Bonds must file a certified and effectively dated copy of their power of attorney, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

6.8 Prevailing Wage Not Required

The estimated cost of the project does not meet the threshold of Prevailing Wage under Chapter 4115 of the Revised Code.

6.9 Damages in the Event of Default

The Board declares and the successful contractor acknowledges that the Board may suffer damages due to the failure of the successful contractor to act in accordance with the requirements, terms, and conditions of the Contract. The Board declares and the successful contractor agrees that such failure shall constitute an event of default on the part of the successful contractor and the successful contractor agrees to pay damages to the Board to compensate the Board for any damages it incurs as a result of the default. The successful contractor agrees that

if the Board does not give prompt notice of such a failure, that the Board has not waived any of its rights or remedies concerning the failure by the successful contractor.

6.10 Termination for Cause/Convenience

A. Termination for the Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least thirty (30) days advance notice, in writing, to the other Party. The successful contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the successful contractor shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

C. Effect of Waiver of any Occurrence of Breach or Default:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract, and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Board shall be authorized in writing and signed by a quorum of the Board.

6.11 Maintenance of Records

The successful contractor, for a minimum of three (3) years after reimbursement / compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the successful contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired,

whichever is later.

Prior to the destruction of any records related to performance of this Contract, regardless of who holds such records, the Contractor shall contact the Board in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

6.12 Inspection of Records

At any time, during regular business hours, with reasonable notice and as often as the Board or its authorized representatives may deem necessary, the successful contractor shall make available to the Board and its authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The Board or its authorized representatives shall be permitted by the successful contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

6.13 Responsibility for Independent Audit

The successful contractor agrees, if required by the Board, to have conducted an independent audit of expenditures and records of service delivery associated with this Contract. The successful contractor is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to the Board without cost to the Board.

6.14 Responsibility for Audit Exceptions

The successful contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The successful contractor agrees to reimburse the Board the amount of any such audit exception.

6.15 Notices

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

Fax: _____

Board:

Scioto Township Board of Trustees,
Delaware County, Ohio
c/o Kathy Melvin, Scioto Township Fiscal Officer
3737 Ostrander Road
Ostrander, Ohio 43061

Phone: 740-666-3014 or 740-272-1407

6.17 Equal Employment Opportunity

In fulfilling the obligations and duties of the Contract, the successful contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments.

The successful contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The successful contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the successful contractor complies with all applicable federal and state non-discrimination laws. The successful contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

The successful contractor shall comply with all appropriate federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Contract. If the successful contractor is found to be out of compliance with this paragraph the successful contractor may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

6.18 Drug Free Workplace

The successful contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The successful contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

6.19 Findings For Recovery

The successful contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

6.20 Non-Collusion / Conflict of Interest

The successful contractor certifies as follows:

- This Bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This Bid/Contract is genuine and not collusive or a sham.
- The successful contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- The successful contractor has not directly or indirectly colluded, conspired, connived or agreed with any other bidder or anyone else to put in a sham bid or that anyone shall refrain from bidding.
- The successful contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The successful contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the Board or anyone interested in this Contract.
- The successful contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of said successful contractor or any other bidder, or to fix any overhead, profit or cost element of such bid price or that of any other bidder, or to secure any advantage against the Board or anyone interested in the proposed contract.
- This Bid/Contract is not a product of collusion with any other contractor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The successful contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the successful contractor from entering this Contract.
- The successful contractor has not, directly or indirectly, submitted its bid price or any break-down thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the bidder in its general business.
- All statements contained in the Bid are true.

- All statements contained in the Contract are true.

Successful contractor agrees that no agent, officer, or employee of the Board or Scioto Township, Delaware County, Ohio during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof. The successful contractor agrees that it will not employ in any manner a current Board or Scioto Township, Delaware County, Ohio employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of Board.

6.21 Effect of Acceptance of Bid

Acceptance of delivery of any bid shall not constitute an agreement between the submitter and the Board and the Board shall have no liability whatsoever to any submitter whose bid is not accepted.

6.22 Conflicts of Terms, Conditions, or Provisions

To the extent that the terms, conditions, or provisions of this RFB and any bid submitted by the successful contractor may be inconsistent, the terms, conditions, and/or provisions of this RFB control. To the extent that this RFB and any bid are inconsistent with the Contract, the terms, conditions, or provisions of this RFB shall control.

6.23 Headings

Headings in this RFB and the Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFB and Contract.

6.24 Severability

If any provision of this RFB or Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFB and Contract shall remain in full force and effect.

6.25 Incorporation of RFB into Contract

Any Contract resulting from this RFB shall incorporate the legal notice, this RFB and all of its appendixes and attachments and this RFB and all of its appendixes and attachments shall be a part of such Contract. Any written addenda issued by the Board and the entirety of the successful contractor's bid shall also be incorporated into and become a part of the executed Contract.

6.26 Incorporation of Appendices

All appendixes, forms, and other documents as completed by the successful contractor and contained in and/or referenced in this RFB are hereby incorporated into this RFB and the Contract.

6.27 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

6.28 Authority to Sign

Any person submitting a bid pursuant to this RFB and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a bid and sign this Contract or has been duly authorized by his/her principal to submit a bid and execute this Contract on such principal's behalf.

6.29 Entire Agreement

This RFB (and its appendixes and attachments), the notice, all forms, all written addenda issued by the Board, and the entirety of the successful contractor's bid shall constitute the entire understanding and agreement between the Board and the successful contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.