



10802 Waterville Street | PO BOX 2451 | Whitehouse, Ohio 43571 | 419.877.2747  
www.awchamber.com

## **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES—Portable Radios**

**ISSUED BY ANTHONY WAYNE REGIONAL CHAMBER OF COMMERCE CHERRY FEST COMMITTEE**

**Whitehouse Cherry Fest June 6, 7, 8, 2019**

### **I. Overview**

The Anthony Wayne Regional Chamber of Commerce Cherry Fest Committee seeks bids for:  
**Portable Radios**

The proposed schedule of events subject to the RFP (request for proposal) is outlined below:

|                                   |                |
|-----------------------------------|----------------|
| Public Notice                     | Date: 04-01-19 |
| Deadline for Receipt of Proposals | Date: 04-22-19 |
| Notification of Award             | Date: 04-29-19 |

Each proposal must be accompanied by a transmittal letter, which briefly summarizes the proposing vendors interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP, which the applicant may have taken in presenting the proposal. The Anthony Wayne Regional Chamber of Commerce Cherry Fest Committee reserves the right to deny any and all exceptions taken to the RFP requirements.

### **II. Scope of Services**

|                                  |                |
|----------------------------------|----------------|
| <b>Hand Held Portable Radios</b> | <b>18 each</b> |
| <b>Hands Free Units</b>          | <b>2 each</b>  |
| <b>Repeater</b>                  | <b>1 each</b>  |

**Radios must be delivered and tested on Wednesday, June 5th by 12 Noon.**

**Pickup must be after 9am Sunday June 9, 2019 but before 12 Noon Monday June 10, 2019.**

### **III. Required Information**

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the Cherry Fest Committee.

#### **A. Minimum Requirements**

1. Ohio Vendors License:

2. Comprehensive General Liability Insurance:  
Provide evidence of liability insurance in the amount of \$1,000,000 (one million dollars) minimum

**B. General Evaluation Requirements [Use applicable subsections below]**

1. Experiences and Reputation
2. Expertise (for the particular project under consideration)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Distribution of work to individuals and firms or economic considerations
7. Other criteria necessary for a quality cost-effective project (for the particular project under consideration)

**IV. Professional Services RFP Administrative Information**

**A. RFP Submissions**

**1. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The Cherry Fest Committee reserves the right to reject any non-responsive or non-conforming proposals.

**All properly sealed and marked proposals are to be sent to the Anthony Wayne Regional Chamber of Commerce, PO Box 2451, Whitehouse, OH 43571 and received no later than 5pm EST on Tuesday 04-30-18. DO NOT EMAIL BID.**

Any proposal received after this date shall not be considered and shall be returned unopened. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**2. Proposal Modifications**

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

**3. Proposal Costs and Expenses**

The Anthony Wayne Regional Chamber of Commerce Cherry Fest Committee will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

**4. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the

Festival end date.

5. **Late Proposals**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

6. **Proposal Opening**

The Cherry Fest Committee will receive proposals until the date and time shown in this RFP. Proposals will be open only in the presence of the Cherry Fest Officers. Any unopened proposals will be returned to the vendor. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

7. **Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP.

8. **Realistic Proposals**

Proposals must be realistic and must represent the best estimate of time, materials, and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The Cherry Fest Committee shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

10. **Cherry Fest Committee Right to Cancel Solicitation**

The Cherry Fest Committee reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason.

11. **Award of Contract**

Notice in writing to a vendor of the acceptance of its proposal by the Cherry Fest Committee and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events. The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

**C. Contract Terms and Conditions**

**1. General Information**

a. The selected vendor will be required to enter into a written agreement with the Cherry Fest Committee.

b. **License and Permits**

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The costs of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Ohio. Prior to receiving an award, the successful vendor shall either furnish the Cherry Fest Committee with proof of State of Ohio Business Licensure or initiate the process of application where required.

c. **Insurance**

1. Vendor recognizes that is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason on injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract.
3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

|   |                 |
|---|-----------------|
| a. Comprehensive General Liability                                  | \$1,000,000     |
| b. Professional Liability/Misc. Error & Omissions/Product Liability | \$1,000,000     |
|   | (if applicable) |
4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

d. **Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligation under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the Cherry Fest Committee shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.