

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>0B100216</b>	OPENING DATE (1:00 p.m.) <b>July 27, 2015</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395  Attn: Bid Desk		CITY	STATE ZIP
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>DRC143987</b>	BID NOTICE DATE <b>June 30, 2015</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
BILL TO: Ohio Department of Rehabilitation and Correction ATTN: Fiscal Services, 4 <sup>th</sup> floor Columbus, Ohio 43222		SHIP TO: Ohio Department of Rehabilitation and Correction London Correctional Institution (LOCI) Pickaway Correctional Institution (PCI) Marion Correctional Institution (MCI) (see complete addresses below)	
DELIVERY REQUESTED F.O.B./DEST. P.P.D.		DELIVERY OFFERED (IF DIFFERENT)	
<p><u>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</u></p> <p>Concrete Silage Pads at London Correctional Institution, Pickaway Correctional Institution and Marion Correctional Institution.</p> <p><u>QUANTITY AND DURATION:</u> This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official state of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.</p> <p><u>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS</u>, Revised 10/2013, are a part of this Invitation to Bid. Copies may be downloaded by clicking the link above. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.</p> <p><u>INQUIRIES:</u> All inquiries should be submitted a minimum of four (4) working days prior to the bid opening date through the Procurement website, <a href="http://www.procure.ohio.gov">www.procure.ohio.gov</a>. Click "Find it Fast," select "Doc/Bid/Schedule#" in Step 1, enter the Bid Number in Step 2, click "Find it Fast." The "Submit Inquiry" button is at the bottom of the Opportunity Detail page. Bidders will not receive a personalized e-mail response to their question, nor will they receive notification when the question is answered. Responses may be viewed by clicking the "View Q &amp; A" button located beneath the "Submit Inquiry" button.</p>			
And franklin pre-release center		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The original signed bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m. on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.



**BID PRICE PAGE**

Bidders may not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, will be dropped by the Office of Procurement Services and not used in the evaluation and any subsequent order.

**NOTE: PREVAILING WAGE APPLIES. BID PRICING MUST REFLECT THIS.**

Description: Costs for Silage Pad Poured at 6" Depth	Materials/Equipment Cost	Labor Cost	Total Not To Exceed Project Cost (Materials/Equipment Plus Labor)
London Correctional Institution	\$	\$	\$
Pickaway Correctional Institution	\$	\$	\$
Marion Correctional Institution	\$	\$	\$

**Required Optional Pricing:**

The following pricing is required, but will not be used in the Bid evaluation. The agency will have the option to include this pricing on its Purchase Order. The optional pricing includes any changes to the specifications that would be required to pour the silage pad at a depth of 8" instead of 6".

Description: Additional Costs to Pour Silage Pad at 8" Depth	Materials/Equipment Cost	Labor Cost	Total Not To Exceed Optional Cost (Materials/Equipment Plus Labor)
London Correctional Institution	\$	\$	\$
Pickaway Correctional Institution	\$	\$	\$
Marion Correctional Institution	\$	\$	\$

**DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):**

List names of subcontractors who will be performing work under the Contract.


By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

**BID AUTOMOBILE LIABILITY CHECKLIST:**

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.

Goods/Services will be delivered via common carrier.

No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

## **SPECIAL CONTRACT TERMS AND CONDITIONS**

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within ninety (90) days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. Failure to deliver within the ninety (90) days (or by a due date specified by the state agency, provided the due date is later than the specified contract date) is a breach of this contract. The state of Ohio may pursue actual, direct, or appropriate liquidated damages because of such breach, as well as any other remedies specified in section IC (Termination/Suspension) and section II (Contract Remedies) of the "STANDARD CONTRACT TERMS AND CONDITIONS". The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.

**CONTRACT AWARD:** The contract will be awarded to the lowest responsive and responsible bidder, by location, by low Total Not To Exceed Project Cost. A Bidder may be awarded one, two or all three locations.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The state will use the bidder's Total Not To Exceed Project Cost for comparison of Bids. A bidder may bid on one, two or all three locations. Failure to bid both the 6" and optional 8" pricing for a particular location may result in the bidder being deemed not responsive.

**FIRM FIXED-PRICE CONTRACT:** The contract is a Firm Fixed-Price Contract. The Contractor is required to provide to the using agency supplies or services at the listed price for the duration of the contract, and any extensions hereto.

**MANDATORY SITE VISITS:** A mandatory site visit will be held at each of the three locations to survey the facility and discuss the requirements of the bid:

London Correctional Institution (LOCI), July 15, 2015 at 9:00 a.m.  
1580 St. Rt. 56 SW, London, OH 43140  
Facility Manager - Ray Moore, 740-490-5980, Ray.Moone@odrc.state.oh.us  
Pickaway Correctional Institution (PCI), July 16, 2015 at 10:00 a.m.  
11781 St. Rt. 762, Orient, OH 43146  
Facility Manager - Gary Howard, 740-253-1295, Gary.Howard@odrc.state.oh.us  
Marion Correctional Institution (MCI), July 14, 2015 at 10:00 a.m.  
940 Marion Williamsport Rd., Marion, OH 43302  
Facility Manager - Jason Baker, 740-360-4049, David.Baker@odrc.state.oh.us

The site visits will commence promptly at the specified time, barring an unforeseen circumstance that results in a delay of the site visit. Attendance will be taken. The state will not be responsible to a bidder for their failure to obtain information discussed during the site visit due to their arriving after the site visit has convened. Bidders must attend the mandatory site visit for each location that they intend to submit a bid. Bidders who submit a bid, but failed to attend the mandatory site visit for that location, will be deemed not responsive for that location only. Bids submitted from bidders that did not attend the site visit for a particular location will not be evaluated for that particular location only.

Registration for the site visits is required at least 2 business days in advance of the site visit. To register for the site visits, please call or email each of the facility managers above.

**PREVAILING WAGE:** The Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau has determined that work identified in this bid and to be performed under contract is subject to the requirements of Ohio Revised Code Sections 4115.03 to 4115.16, Prevailing Wage. The prevailing wage scale, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau is herewith attached to and becomes a part of this bid. Upon award of a Contract by DAS, the successful bidder ("Contractor"), and all of his sub-contractors, guarantees that the prevailing wage for the area, to include any adjustments thereto, as published by the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau will apply to any workman assigned by him or all of his sub-contractors to this project. The participating state agency will serve as prevailing wage coordinator and will be responsible for proper application of labor rates as required by the Ohio Department of Commerce. Responsibilities of the Prevailing Wage Coordinator include, but are not limited to; setting up and maintaining payroll reports, monitoring when payments of wages are made, receiving the Contractor's complete payroll records of each employee, establish procedures to monitor compliance, notify Contractor of any adjustment to the prevailing wage scales and report delinquencies on the part of the Contractor. The successful bidder and all of his sub-contractors shall strictly comply with the wage provisions of the contract.

## GENERAL SPECIFICATIONS

### I. SCOPE:

The purpose of this one-time bid is to contract for services to create three silage pads. One each at three Ohio Department of Rehabilitation and Correction (DRC) facilities: London Correctional Institution (LOCI), Pickaway Correctional Institution (PCI) and Marion Correctional Institution (MCI).

The successful Contractor(s) must furnish all materials, labor, tools, equipment, incidentals, and public safety equipment necessary to complete this project as set forth in this Invitation to Bid. This is a prevailing wage project.

The current site conditions are as follows:

LOCI - not inside restricted area, currently grass and growing corn, has local location for disposal of debris.  
PCI - not inside restricted area, currently gravel and dirt, has local location for disposal of debris.  
MCI - not inside restricted area, currently grass, has local location for disposal of debris.

### II. DELIVERABLES:

- A. Any damages to property caused by the Contractor or any subcontractors must be restored to its original condition by the Contractor at no additional cost.
- B. Survey site and establish positive drainage as required:
  - PCI and MCI will require a 50 yd. grass filter area surrounding the pad be installed.
  - LOCI will be slightly sloped toward its existing sand filter system including a diversion ditch along the lagoon to prevent surface water from entering the pad.
- C. Remove all top soil and associated surface materials.
- D. Establish grade (rough and finish) and compact subgrade. Silage Pad sizes are as follows:
  - LOCI – 110' x 600'
  - PCI – 80' x 300'
  - MCI – 80' x 300'
- E. Add an average of three inches of 304 aggregate.
- F. Compact the 304 aggregate.
- G. Provide formwork for the concrete pad as defined in Attachment One.
- H. Install 6" x 6" W2.9 x W2.9 welded wire mesh reinforcement in slab, approximately 2-1/2" from top surface.
- I. Pour 4000 psi concrete to a depth of 6" for slab.
- J. Pour 6" x 12" concrete curb edges as part of slab as defined in Attachment One. The pad will have at least one entry point with no curb edge for vehicle access.
- K. Smooth (bull float) finish the entire surface.
- L. Place 1/2" x 6", asphalt saturated fiber, expansion joints between pours.
- M. Saw control joints, minimum 1/4" wide by 1-1/2" deep spaced no more than 20' apart on center.
- N. Thoroughly clean all control joints.
- O. Caulk control joints with self-leveling watertight polyurethane caulk.
- P. Knock off all sharp edges on curb edges.
- Q. Apply and cure clear acrylic sealer-hardener to entire concrete surface (approx. 300 sf/gal).
- R. Additional site specific details may be discussed during the mandatory site visits and/or after Contract award.

**GENERAL SPECIFICATIONS** (continued)

III. DELIVERY:

Work Site Locations:

Ohio Department of Rehabilitation and Correction  
London Correctional Institution (LOCI)  
1580 State Route 56 SW  
London, OH 43140

Ohio Department of Rehabilitation and Correction  
Pickaway Correctional Institution (PCI)  
11781 St. Rt. 762  
Orient, OH 43146

Ohio Department of Rehabilitation and Correction  
Marion Correctional Institution (MCI)  
940 Marion Williamsport Rd.  
Marion, OH 43302

Delivery Date: Project complete within 90 days of Contractor receiving PO. All timelines and schedules will be agreed upon by the Contractor and facility manager.

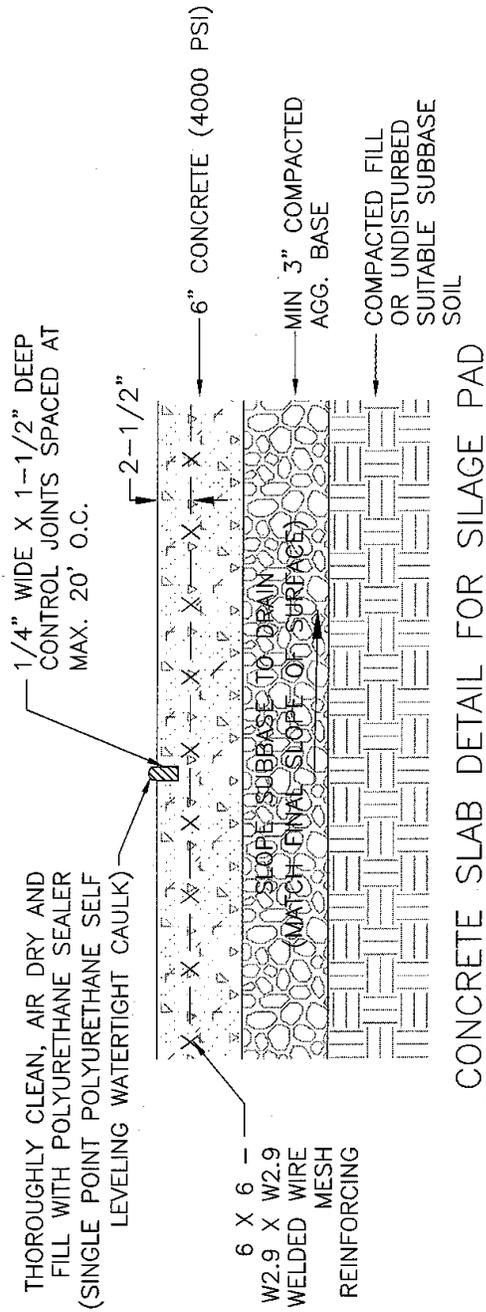
Work hours: between 7 a.m. and 4 p.m. Monday through Friday excluding state holidays.

Must coordinate project activities through facility manager.

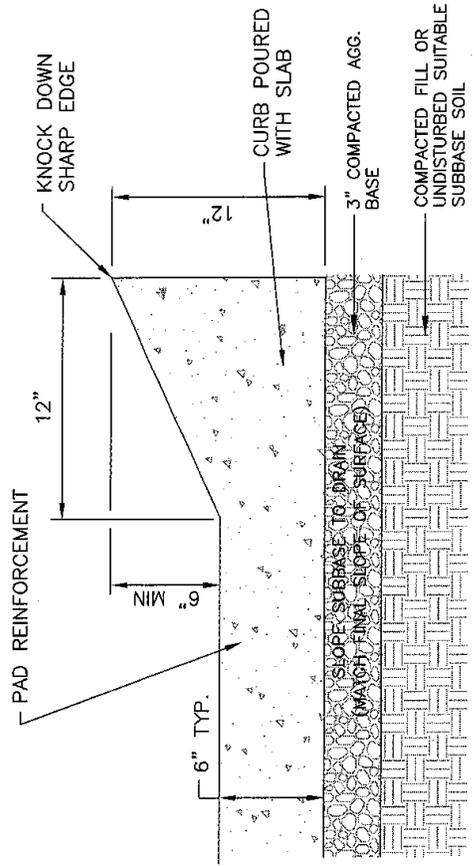
IV. QUALIFICATIONS AND EXPECTATIONS:

- A. Contractor agrees to criminal background checks of any employees for this project.
- B. Contractor must provide the names of any staff that will work on this project to the facility manager for approval prior to starting work.
- C. Contractor agrees to adhere to all policies and directions given by ODRC staff to maintain the safety and security of employees and inmates.
- D. Contractor is expected to communicate any delays or potential issues as they arise and reach a mutually agreed upon solution with the facility manager.
- E. Contractor and any employees must maintain any licenses and certifications necessary to perform the duties under this contract.
- F. Contractor guarantees all work performed will meet or exceed guidelines as set forth in any local, state, or federal laws pertaining to these services and/or goods.
- G. No oral statement of any person may modify or otherwise change, or affect the terms, conditions, or specifications of this project. All change orders to this agreement will be made in writing and will not be effective unless signed by an authorized representative of the Ohio Department of Rehabilitation and Correction.

**ATTACHMENT ONE**



NOT TO SCALE



NOT TO SCALE