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: 0B100516 / OPENING DATE (1:00 p.m.): August 10, 2015	STREET ADDRESS ☐ **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	CITY / STATE / ZIP
	COUNTY / MBE/EDGE CERTIFICATE NUMBER
	TELEPHONE NO. ( ) / TOLL FREE NO. 1 - ( )
Attn: Bid Desk	CONTACT PERSON / FAX NO. ( )
REQ./INDEX NO. 0000145570 / BID NOTICE DATE July 15, 2015	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)

☐ E-Mail ☐ 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:	SHIP TO:
Ohio Department of Rehabilitation and Correction ATTN: Fiscal Services , 4th floor Columbus, Ohio 43222	Ohio Department of Rehabilitation and Correction OPI Distribution Center Multiple locations listed herein
DELIVERY REQUESTED F.O.B./DEST. P.P.D._____	**DELIVERY OFFERED (IF DIFFERENT)** F.O.B./DEST.P.P.D. _____

THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:

AGRICULTURAL BUILDINGS

QUANTITY AND DURATION: 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.

INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS, 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.

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.

INQUIRIES: All inquiries should be submitted a minimum of five (5) working days prior to the bid opening date through the Procurement website, www.procure.ohio.gov. 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 & A" button located beneath the "Submit Inquiry" button.

PRINTED/TYPED SIGNATURE	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.

CERTIFICATION STATEMENTS

I. **DOMESTIC AND/OR OHIO PREFERENCE**: Bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. **Any bidder who intentionally submits false or misleading information in an attempt to receive a bid preference will be immediately disqualified and may be subject to legal action up to and including debarment.** Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

A. DOMESTIC PREFERENCE (BUY AMERICAN): [Not applicable to "Excepted Products"]

1. Where is each product/services being offered mined, raised, grown, produced or manufactured?
   ☐ United States: _____(State) ☐ Canada ☐ Mexico (Go to B-1)
   ☐ Other: (Specify Country)_____ (Go to A-2)

2. End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.
   ☐ Yes (Go to Section B-1) ☐ No (Go to Section A-3)

3. The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy American Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.

   _____(Item) _____(Country of Origin)

   _____(Item) _____(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

B. OHIO PREFERENCE (BUY OHIO):

1. The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.
   ☐ Yes (Go to C) ☐ No (Go to B-2)

2. Bidder has significant economic presence within the state of Ohio.
   ☐ Yes (Answer a, b, c, d below) ☐ No (Go to B-3)
   a) Bidder has paid the required taxes due the state of Ohio ☐ Yes ☐ No
   b) Bidder is registered with the Ohio Secretary of State
      ☐ Yes (Charter/Registration No.: _____) ☐ No
      Questions regarding registration should be directed to (614) 466-3910 or visit their web site at: http://www.sos.state.oh.us/
   c) Bidder has ten or more employees based in Ohio or border state. ☐Yes ☐ No (Go to B-2d)
   d) Bidder has seventy-five percent or more employees based in Ohio or border state.
      ☐ Yes ☐ No (Go to B-3)

3. Border state bidder:
   ☐ Yes (Specify which state then go to B-2c): ☐ KY ☐ MI ☐ NY ☐ PA ☐ IN ☐ No (Go to B-4)

4. Border state bidder: mined products mined in respective border state ☐ Yes ☐ No ☐ Not Applicable

II. **E.D.G.E. DESIGNATION:** Is the bidder a certified E.D.G.E. business ☐ Yes ☐ No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at: http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx

III. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT:** Contractor certifies that Contractor is a "**business** entity" as that term is defined in O.R.C. Section 145.037. See SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, S-21. Independent Contractor Acknowledgement.

Bidder is defined as a business entity ☐ Yes ☐ No

PRICE SCHEDULE:

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

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE
1.	1	EA	London Correctional agricultural barn 60' x 150' x 15'	$
2	1	EA	Pickaway Correctional agricultural barn 60' x 100' x 15'	$
3.	1	EA	Marion Correctional agricultural barn 60' x 100' x 15'	$
4.	1	EA	Lebanon Correctional agricultural barn 60' x 150' x15'	$
5.	1	EA	Lebanon Correctional agricultural barn 40' x 200' x15'	$

Note: The contract will be awarded to the lowest responsive and responsible bidder by line item by agency. Bidders can bid on one or more line items.

MANUFACTURER IDENTIFICATIONS OF COMMODITY:
All bidders shall indicate in the spaces below the manufacturer's name, model, brand, warranty, for all commodities they bid. Failure to comply with this stipulation may result in the offer being rejected.

Manufacturer: _____

Model: _____

Brand: _____

Warranty: _____

Product offered must be the latest brand (model) being marketed by the manufacturer:

Contains recycled materials – Y/N: _____ if Yes _____%. (Will not be part of the evaluation)

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 the completion deadline as listed herein and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL 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 regards to latent defects, fraud, or such gross mistakes as amount to fraud.

AUTHORIZED DEALER: Bidders responding to this bid will be authorized dealers for/or the manufacturers of the products they are offering. Bidders should submit, with the bid, certification attesting to the fact that they are authorized dealers for/or the manufacturer(s). This certification is to be on manufacturer's letterhead, signed by a duly authorized representative of the manufacturer. If not submitted with the bid, Bidders will have three (3) calendar days after request to provide said certification. Failure to submit certification as requested may result in the bidder being deemed as not responsive.

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.

MANDATORY SITE VISIT: A mandatory site visit will be held on the dates and locations listed below to survey the facility and discuss the requirements of the bid. The site visit will commence promptly at the time listed below, 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 who fail to attend the mandatory bid conference 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 locations 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 below. If no bidders register for a particular site visit that visit will be cancelled and not rescheduled.

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

London Correctional Institution (LOCI), **July 27, 2015 at 9:00 a.m.**
1580 St. Rt. 56 SW, London, OH 43140
Facility Manager - Ray Moone, 740-490-5980, Ray.Moone@odrc.state.oh.us

Pickaway Correctional Institution (PCI), **July 27, 2015 at 12:30 p.m.**
11781 St. Rt. 762, Orient, OH 43146
Facility Manager - Gary Howard, 740-253-1295, Gary.Howard@odrc.state.oh.us

Lebanon Correctional Institution (LeCI), **July 30, 2015 at 10:00 a.m.**
3791 State Route 63, Lebanon, OH 45036
Assistant Facility Manager – Joe Siler, 513-836-6312, Joe.Siler@odrc.state.oh.us

Marion Correctional Institution (MCI), **July 31, 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

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont.)

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within five (5) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by line item by agency. Bidders can bid on one or more line items.

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.

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.

SPECIFICATIONS

I. SCOPE:

The purpose of this one-time bid is to contract for the delivery and installation of five agricultural buildings to the Ohio Department of Rehabilitation and Correction (DRC) Ohio Penal Industries (OPI) farming locations to meet the Ohio Basic Building Code requirements. Project(s) must be complete prior November 1, 2015 for all five buildings. Structural drawings shall be supplied to the agency prior to beginning work at any site.

The successful contractor(s) must furnish all materials, labor, tools, equipment and incidentals necessary to complete this project as set forth in this invitation to bid (ITB). This is a prevailing wage project.

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. Establish rough grading of the ground.

C. Complete installation of all 5 buildings

D. Removal and proper disposal of any trash / materials.

III. General Building Specifications: Shown below are the requirements for buildings that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capabilities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the agency.

A. Width and Length of barns varies as listed on the price page, height 15' on all barns, Cattle confinement including framing, connections, Uni-Rib™ and trims

B. Eave Height 15' (interior clear height) - Not embedded

C. Must conform to Ohio Building Code

D. End Use : Livestock housing

E. Risk Class: General Use

F. Roof Live Load (psf): 20

G. Roof Dead Load (psf): 4

H. Ceiling Dead Load (psf): 1

I. Designed wind speed (mph): 90 allowable

J. Warranted wind speed (mph): 90

K. Exposure category: C

L. Columns / Truss Spacing: 10' On Center (O.C.)

M. Roof Slope: 1.5/12 Single Slope top chord and bottom chord

SPECIFICATIONS (cont.)

N. Footing Requirements: 8" thick x 24" diameter poured in place concrete footings are required at the sidewall columns. 8" thick x 18" diameter poured in place concrete footings are required at the corner and endwall columns

O. Overhangs: 3' overhangs on the low side wall with trims and no soffits. 8' cantilever overhang on the high side with no soffit.

P. Overhead Door Openings: One 10' x 14' overhead door opening in each endwall

Q. Wall Finish: 29 ga G60 Painted Uni-Rib™ steel panel with screw fasteners on the endwalls only

R. Open Sidewalls: The low sidewall and high sidewall are open with exposed columns spaced 12' O.C.

S. Roof Finish: 29ga G90 Painted Uni-Rib™ steel panel with screw fasteners.

T. Drip Stop: Drip stop moisture control factory applied to the roof panels

U. Curtain Nailer: One row 2" x 10" treated curtain nailer on the low sidewall

V. 6" Continuous downspouts

IV. DELIVERY:

Work Site Locations: Ohio Department of Rehabilitation and Correction

London Correctional Institution (LOCI)
1580 St. Rt. 56 SW, London, OH 43140
Facility Manager - Ray Moone, 740-490-5980, Ray.Moone@odrc.state.oh.us

Pickaway Correctional Institution (PCI)
11781 St. Rt. 762, Orient, OH 43146
Facility Manager - Gary Howard, 740-253-1295, Gary.Howard@odrc.state.oh.us

Lebanon Correctional Institution (LeCI)
3791 State Route 63, Lebanon, OH 45036
Facility Manager – Randy Page, 513-836-6313, Randal.Page@odrc.state.oh.us

Marion Correctional Institution (MCI)
940 Marion Williamsport Rd., Marion, OH 43302
Facility Manager - Jason Baker, 740-360-4049, David.Baker@odrc.state.oh.us

Delivery Date: Project complete prior to winter inclement weather, but not later than November 1, 2015. 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.

SPECIFICATIONS (cont.)

V. 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.