

FAIRFIELD COUNTY COMMISSIONERS
210 East Main Street
Lancaster, OH 43130

INVITATION TO BID

Pursuant to ORC 307.86

1. NOTICE TO BIDDERS

1.1 Purpose

The Fairfield County Commissioners are requesting sealed bids for the installation of a back up power generator at the Fairfield County Health Department, 1550 Sheridan Drive, Lancaster OH 43130.

1.2 Estimated Key Dates

The following are the estimated key dates associated with the ITB process. Bids received after 10:00 a.m. EDT on the Bid Due Date (as defined below) will not be considered.

PUBLICATION DATE:	Thursday, August 29th, 2024
INQUIRY PERIOD BEGINS:	Tuesday, September 3rd, 2024, 8:00 a.m. EDT
PRE-BID MEETING @ SITE	Thursday, September 5th 2024, 1:00 pm. EDT
INQUIRY PERIOD ENDS:	Wednesday September 11th 2024, 8:00 a.m., EDT
BID DUE DATE:	Friday, September 13th, 2024, 10:00 a.m., EDT
BID OPENING DATE:	Friday, September 13th, 2024 10:00 a.m., EDT

There are references in this ITB to the Bid Due Date, which shall mean the date, and time that the Offeror’s bid response is due at the Fairfield County Commissioners office in Lancaster, Ohio. Sealed Bids received after 10:00 A.M. on the Due Date will not be evaluated. Each bid must be submitted in a sealed envelope and marked on the outside as “HEALTH DEPARTMENT BACK UP POWER GENERATOR”.

The Fairfield County Commissioners reserve the right to reject any or all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.

1.3 Additional Estimated Dates

CONTRACT AWARD NOTIFICATION:	Friday September 13th, 2024
PURCHASE ORDER ISSUED:	Wednesday, September 18th, 2024
CONTRACT NOTICE TO PROCEED DATE:	Wednesday, September 18th, 2024
FINAL CONTRACT COMPLETION DATE:	TBD

1.4 **Location for Bid Response Opening**

The following is the site for the public opening of Offeror's bid response(s).

**Fairfield County Commissioners
Third (3rd) Floor Hearing Room
210 East Main Street
Lancaster, OH 43130**

2 **EXECUTIVE SUMMARY**

2.1 **Purpose**

This document is a request for bids for the BACK UP POWER GENERATOR under Section 307.86 of the Ohio Revised Code. The Work is to be performed in accordance with the plans and specifications included and this Invitation to Bid document. The Fairfield County Commissioners are soliciting competitive, sealed bids for the described work located in the downtown Lancaster, Ohio area. If a suitable offer is made in response to this Invitation to Bid (ITB), the Fairfield County Commissioners may enter into a contract to have the selected Offeror (the "Contractor") provide the described work.

Upon selecting the lowest and best bid, the Fairfield County Commissioners shall enter into a Contract with such person or entity in accordance with Revised Code Section 307.86. A contract for the described work shall be prepared by the Fairfield County Commissioners and submitted to the selected Offeror. This ITB provides details on what is required to submit a Bid for the Work, and what will be required of the Contractor in providing the described work. As used herein, the term "the Fairfield County Commissioners" shall also include any of their employees, agents, or representatives.

This ITB also gives the estimated key dates for the various events that are part of the submission process, selection process, and work commencement. While these dates are subject to change, the Fairfield County Commissioners will make efforts to adhere to the dates contained herein. Once a contract is awarded, the described work must be completed by the completion date agreed upon by the Fairfield County Commissioners and the Contractor.

2.2 **Objectives**

The purpose of this Invitation to Bid (ITB) is to solicit bids that fulfill the requirements, performance expectations, and deliverables as outlined in the Scope of Work and General Conditions Specifications (see Section 4). It shall be the successful Bidder's obligation to ensure that their personnel providing any work or services in accordance with this ITB are qualified to perform such work or services.

2.3 **Calendar of Events**

Significant dates in connection with this ITB are shown above and are subject to change. The Fairfield County Commissioners may change any one or more of the key dates at any time, however significant schedule changes before the Inquiry Period Begins are not expected. If schedule changes occur after the Inquiry Period Begins, all participants will be notified via email. Any such email announcements shall be considered as an addendum(s) to this ITB. It will be the responsibility of

the prospective Offerors to notify the County that they intend to bid upon downloading bid documents, and to check his/her email on a regular basis for posted addendums, changes and other ITB information.

A Pre-Bid Conference will be held at the project site on **Thursday, September 5th 2024, 1:00 pm. EDT**, which all prospective bidders are encouraged to attend. Please meet in the Main Lobby Entrance.

3 INSTRUCTIONS TO BIDDERS

3.1 Purpose

The following sections provide details on how to respond to this Invitation to Bid (ITB). All responses must be complete and in the prescribed format subject to the right of the Fairfield County Commissioners to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB as set forth above.

3.2 Contacts

The following individual will be the representative of the Fairfield County Commissioners who may be contacted in connection with this Invitation to Bid (ITB).

Jon Kochis
Director of Facilities
740-652-7961
Jon.kochis@fairfieldcountyohio.gov

Bidders may obtain complete sets of the Invitation to Bid document, plans, and specifications, posted on the Fairfield County website at: www.co.fairfield.oh.us, available for downloading by the bidder. Prospective bidders must notify Jon Kochis, Facilities Director, of their intention to bid when downloading documents electronically, and provide their contact information to Jon Kochis. A complete set of the Invitation to Bid (ITB) documents will also be available at the office of the Fairfield County Board of Commissioners, 210 East Main Street, Third Floor, 210 East Main Street, Lancaster, Ohio 43130.

3.3 Inquiries

Bidders may make inquiries regarding this ITB any time prior to the conclusion of the Inquiry Period set forth above in the Estimated Key Dates. Bidders must use email to make their inquiries. All inquiries must be addressed to and sent to Jon Kochis : jon.kochis@fairfieldcountyohio.gov
The submission of oral, telephonic, facsimile or telegraphic inquiries **will not** be accepted.

3.4 Preparation of Bid

3.4.1 Submit a bid amount on the original Bid Form furnished by the Fairfield County Commissioners, in this document.

3.4.2 Sign Bid Form with name printed below signature. Bids shall be effective for sixty (60) days from the bid date.

- 3.4.3** All bids submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the party responding to the ITB.
- 3.4.4** Oral, telephonic, facsimile or telegraphic bids in response to this ITB will not be accepted.
- 3.4.5** Provide all the required attachments to the Bid Form as follows:
- A) Non-Collusion Affidavit
 - B) EEO Certification
 - C) Affidavit of Property Tax Liability
 - D) Drug-Free Work Place
 - E) Contractor References and Contact Information: The bidder shall provide references to the Owner for three (3) similar projects successfully completed including contact information.
- 3.4.6** Submit sealed bids in an opaque envelope plainly marked on the outside with the project title "BID FOR BACK UP POWER GENERATOR", bid date and time, and name of the Offeror.
- 3.4.7** If the bid is mailed, the sealed bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face of the bid envelope.
- 3.4.8** Mailing and delivery address is:
FAIRFIELD COUNTY BOARD OF COMMISSIONERS
Third Floor
210 East Main Street
Lancaster, Ohio 43130
- 3.4.9** Bidders shall be solely responsible for the timely delivery of their bid in response to this ITB in the manner and time prescribed. No bid shall be considered if it arrives after the time scheduled, as determined by the Fairfield County Commissioners.
- 3.4.10** Bids in response to this ITB that are unsigned, improperly prepared, contain arithmetical errors, alterations or irregularities of any kind, may, at the Fairfield County Commissioners discretion be declared unacceptable.
- 3.4.11** Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on a bid bond form complying with the Ohio Revised Code Section 153.54(C), duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of at least 10% of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the Contract; or if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
- 3.4.12** Performance Bonds. The Contractor shall furnish a Payment and Performance Bond or Bonds in the amount of one hundred percent (100%) of the Contract price covering the faithful performance of the Contract and the payment of all obligations arising thereunder, with security satisfactory to the Owner. The Payment and Performance Bond shall also

serve as a guarantee against defective material and workmanship in the said work covered by said Contract, provided however, that no suit, action or proceeding by reason of any defect whatever shall be brought upon this bond after two (2) years following the date of final acceptance of the work by Fairfield County, Ohio.

3.5 Contractor Pre-Qualification Verification Requirements

3.5.1 Qualified contractors will be required to submit the following documents before entering into a contract with the Fairfield County Commissioners:

- 1) A completed W-9 Tax Form (if not on file)
- 2) A copy of your Workers Compensation Certificate
- 3) Any required licenses and identification numbers
- 4) Liability Insurance Certificates as follows:

Commercial General Liability: Minimum \$1,000,000 per occurrence
Minimum \$1,000,000 aggregate

Auto Liability: Minimum \$1,000,000 per occurrence
Minimum \$1,000,000 aggregate

Umbrella/Excessive Liability: Minimum \$3,000,000 per occurrence

3.6 Laws and Regulations

3.6.1 The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this project shall apply to this contract.

3.7 Occupational Safety and Health Administration

3.7.1 Special attention by the bidders is also directed to the requirements of OSHA. The successful contractor will be required to observe all provisions of the Act, which are by reference included in the specified provisions of these specifications as if actually reproduced herein, and will be responsible for their full enforcement.

3.8 Award of Contract

3.8.1 The contract, if let, will be awarded to the lowest and best bid. In determining the awardee the following elements may be considered: whether the bidder maintains a permanent place of business; has adequate personnel and equipment to do the work safely, properly, and expeditiously; has suitable financial base to meet the obligations incidental to the work; has appropriate experience; has completed all items on the Bid Form; and has inserted no qualifying phrases or unbalanced items on the bid.

3.8.2 The Fairfield County Commissioners reserve the right to reject any and all bids in response to this ITB, and to waive any irregularities, nonconformities, or noncompliance with the terms of this ITB.

3.8.3 The bidder must be skilled in the use and interpretation of plans and specifications for this project, and has found them free of ambiguities and sufficient for bidding purposes. Further, he/she has carefully examined the site of the work and from his/her own

observations, is satisfied as to the nature and location of the work, the character, and the quality of the materials and the difficulties likely to be encountered, and other items, which may affect the performance of the work. He/she has based the bid solely on these documents, including any addenda and observations, and has not relied in any way on any explanation or interpretation, oral or written, from any other source. Therefore, the bidder agrees to hold the Fairfield County Commissioners harmless for his/her negligence, error, or omissions.

- 3.8.4 The Fairfield County Commissioners may consider any bids not prepared and submitted in accordance with the provisions hereof and may waive any formalities or irregularities in the bids submitted.

3.9 Time of Completion and Liquidated Damages

- 3.9.1 The final contract completion date shall be **90 calendar days** from the date identified in the contract based on material lead times. The Notice to Proceed will be issued after the contract is signed and lead times are identified. The final close-out documents and a final payment request is submitted at the end of the 90 days.
- 3.9.2 The substantial completion date for building occupancy by the Owner, and all associated electrical work, shall be **75 calendar days** from the contracted start date.
- 3.9.3 Liquidated damages will be assessed at a rate of \$100 per day to the contractor for late completion and occupancy of the building by the Owner, unless an approved contract extension is granted.

3.10 Payment Applications and Changes to the Work

- 3.10.1 Full payment shall be made upon satisfactory completion of the work, and all contract close-out requirements are met. If partial payment applications are requested, they shall be submitted on a monthly basis and shall be at a “percentage of work completed basis” for the various categories of work.
- 3.10.2 Payment requests must be submitted on the approved Schedule of Values, using the AIA G702 Application and Certificate for Payment form. The Schedule of Values must be approved prior to the first payment request.
- 3.10.3 Retainage: An amount of eight percent (8%) is to be withheld on monthly payments, and will be retained by the Owner until completion of the Contract as a guarantee that the Contractor will faithfully perform and completely fulfill the obligations and conditions imposed by this Contract, and will pay any damages caused the Owner by reason of any failure on his part to fulfill any or all of said obligations or conditions.
- 3.10.4 All changes to the Work involving a change in contract amount must be approved in advance by the Owner. The contractor will be required to submit a detailed labor and materials pricing breakdown for the change in contract scope for approval by the Owner and Architect. Change Orders will be authorized on a form designated by the Owner.

3.11 Contract Termination

- 3.11.1 Upon written notice to the contractor, the County may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor

shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

3.12 Prevailing Wage

3.12.1 State Prevailing Wages shall be paid by the Contractor, and the Contractor shall comply with all administrative regulations required by the State of Ohio, Department of Commerce, Wage and Hour Administration.

3.12.2 Refer to the attached Prevailing Wage Rates applicable to this project, and to all other associated documents for prevailing wage compliance.

4 GENERAL CONDITIONS AND SCOPE OF WORK

- 4.1** The purpose of this Invitation to Bid (ITB) is to obtain bids for the installation of a back up power generator for areas identified in the scope. The existing building structure is partially on existing back up power. There is formerly installed back up power in the area that was removed.
- 4.2** The Contractor shall provide a complete project including design, permitting and installation of back up power in the areas defined as “Leased Area C” on original prints provided, and known as hallway 100.
- 4.3** **Generator should meet minimum existing load requirements. Details of these requirements should be provided in the bid to include appropriate sized breaker in generator**
- 4.4** **Acceptable Generator Manufacturers: Cummins, Kohler, Generac or Onan. Generator must have Weather Protective Cover (minimum 150 MPH wind rated) and sound deadening exhaust (equal to or greater than 79 dB(A)).**
- 4.5** The contractor is responsible for the relocation and re-installation of any equipment to completely power the areas with automatic power transfer.
- 4.6** The Owner shall obtain and pay for any plan approval as required for State of Ohio or City building permits. Contractor shall obtain and pay for all other required permits and provide any required notices as necessary to perform the work.
- 4.7** The Contractor is responsible to provide any needed field office and storage on-site as necessary for the work, with temporary power, portable sanitation facilities, and all necessary temporary utilities.
- 4.8** The Contractor will be required to host a bi-weekly construction progress meeting at the jobsite field office, to be held on alternating Thursdays. The time will be agreed upon with the Owner.
- 4.9** Demolition and removal of all debris from the site is the responsibility of the contractor, and must be performed in a timely manner. The project site must be maintained in a clean and organized condition. Coordinate dumpster locations with the Owner.
- 4.10** Provide dust control during construction and demolition activities to meet City and EPA requirements. Protect the Owners existing furniture and equipment from dusty activities or damage.
- 4.11** Include approved 48 hour diesel fuel tank for generator (provide supporting documentation from generator manufacturer).

- 4.12 Include startup fees, w/batteries & 2hour resistive load bank testing .
 - 4.13 Install conduit with feeders from generator to ATS.
 - 4.14 Install 120 volts for trickle charger from existing outlet .
 - 4.15 Install Concrete pad and barrier protection per City of Lancaster code where necessary.
 - 4.16 Onsite Factory Training.
- 5.1 **Submittals:** The Contractor must provide submittals of product literature and installation drawings for all items to be incorporated into the final Work, to the Owner for review and approval prior to installation.

6.1 **General Requirements**

- 6.1.1 The Contractor shall comply with all applicable ordinances, laws, and regulations. The Contractor shall obtain and pay for any and all required permits and inspections as needed.
- 6.1.2 The Contractor will remove from the site, as required, any existing materials resulting from excavation or demolition at the building site.
- 6.1.3 The Contractor shall provide a Liability Insurance Certificate, and Workers Compensation Certificate to the County prior to the start of work.

6.2 **Schedule and Coordination**

- 6.2.1 The Contractor shall coordinate all construction activities with the authorized representative of the Fairfield County Commissioners. The Project Schedule must be submitted and approved prior to the first payment application.

6.3 **Security**

- 6.3.1 The Contractor shall maintain security of the project site and its contents at all times during the term of the contract and any extensions thereto.

6.4 **Fire Safety**

- 6.4.1 The Contractor shall comply with all local fire safety requirements.
- 6.4.2 The Contractor shall provide adequate fire extinguishing equipment at all interior work areas requiring welding, soldering, or cutting with flame torches.
- 6.4.3 The Contractor shall take every precaution to prevent fires.

6.5 **Hazardous Materials**

- 6.5.1** The Contractor is cautioned to check the premises where the new structure is to be located for the existence of hazardous materials during the progress of the work.
- 6.5.2** In the event materials are encountered during the work which may present a health hazard to workers, occupants, or the public, the Contractor shall take the following actions:
 - a. Take immediate action to limit the exposure or hazardous condition.
 - b. Cease work in the area until suspected hazardous material can be identified.
 - c. Notify the Fairfield County representative of the condition. Such notification shall be made by the most expedient means with subsequent written confirmation.
- 6.5.3** Testing, identification, removal, or other processes to render hazardous materials safe within legal limits is to be provided by the Contractor, upon approval by the Owner.

6.6 Final Clean-Up

- 6.6.1** The Contractor shall perform periodic cleaning during the term of this agreement and maintain all surrounding areas in clean condition.
- 6.6.2** Upon final completion of the work, the Contractor shall perform sweeping of the roadway and surrounding parking areas to remove all dirt, mud, or debris.

6.7 Storage Space Use

- 6.7.1** The Contractor shall be responsible to provide necessary tool and material storage containers, if needed, and coordinate the location for placement in the parking lot with the County.

CONTRACT FORM A

Fairfield County Commissioners
Design and Install of Back Up Power Generator

BID FORM

Bids Must be submitted on this form only. (Type or Print Clearly)

Prevailing Wage rates apply.

ITEM 1 - Design and Install of Generator :

Sub-Total Amount: \$ _____

TOTAL COMBINED BASE BID AMOUNT: \$ _____

Acknowledgement of Addenda Received: (List all Addendum numbers and date)

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Having carefully read and examined the entire set of Construction Documents, including without limitation the Drawings, Specifications and all Addenda (listed above) prepared by the Owner for the above referenced Project; **and** with a clear understanding of the delineation between Base Bid and Alternate Bid work; **and** having visited and examined the site, premises, and the conditions affecting the work, the undersigned Bidder proposes to perform all Work, furnish all labor, materials and equipment for this Project in strict compliance with the Construction Documents for the sums indicated above.

Note: The breakdown of this combined bid as indicated above is requested for the purpose of assisting the Owner in evaluating the bids received. **In order for your bid to be accepted, all blanks must be filled.**

Signed By Bidder: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Address: _____

Phone: _____