

INVITATION TO BID (ITB) FOR  
ALLEN COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
**METAL POLE BARN**

Issued by:

Allen County Department of Job & Family Services  
1501 S. Dixie Hwy  
PO Box 4506  
Lima, OH 45802

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## **General Overview**

Allen County Department of Job & Family Services (ACDJFS) is soliciting bids for vendor(s) to Design and Build a Metal Pole Barn at 951 Commerce Parkway, Lima, OH 45804, location is future site of ACDJFS. Project start to finish shall not exceed \$100,000 and building size shall be no less than 40' by 60' with at least two garage doors and one walk-through door. Project will include all site permitting, excavation, brush/tree removal, prep work, concrete/stone, materials, labor, and electrical associated with the building.

The desired term of this agreement between ACDJFS and the selected vendor(s) will be effective immediately and commence upon building completion.

## **Time Table**

<b>1/24/2019</b>	<b><u>Date ITB was released</u></b>
<b>1/26/2019 &amp; 2/2/2019</b>	<b><u>Bid Publication Date</u></b>
<b>2/08/2019</b>	<b><u>Deadline for Submitting Questions</u></b>
<b>2/08/2019</b>	<b><u>Bidder's Conference @ 951 Commerce Parkway 4:00 PM</u></b>
<b>2/13/2019</b>	<b><u>Deadline for Submitting Bids</u></b>
<b>2/13/2019</b>	<b><u>Bid Opening</u></b>
<b>By 2/28/2019</b>	<b><u>Vendor Notification</u></b>
<b>3/1/2019</b>	<b><u>Project Starting Date</u></b>

## **Contact Person**

Josh Parker, Business Administrator  
Allen County Job & Family Services  
1501 S. Dixie Hwy  
PO Box 4506  
Lima, OH 45802

419-999-0299  
419-227-2448 (fax)

## **Vendor Disclosures**

Vendor must provide a disclosure of any pending or threatened court actions and/or claims against the vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal and/or termination of any potential contract.

## **Conflict of Interest**

No vendor will promise, or give to any ACDJFS employee anything of value that could influence that employee in their decision on awarding contracts. No vendor will try to influence an employee of ACDJFS to violate any procurement policies of the agency, the Ohio Revised Code, or Federal Procurement Regulations.

### **Contractual Requirements**

- As a condition of receiving a contract with ACDJFS, the contractor, and any subcontractor(s), shall certify compliance with any court order for the withholding of child support which is issued pursuant to sections of 3121 of the ORC. The contractor, and any subcontractor(s), must also agree to cooperate with ACDJFS and any Ohio Child Support Enforcement Agency in ensuring that the contractor or employees of the contractor meet child support established under state law.
- By signing a contract with ACDJFS, a vendor agrees that all necessary insurance is in effect.
- By signing a contract with ACDJFS, a vendor agrees that at all times during the contract period all transporters will carry a valid driver's license.
- The selected contractor(s) shall be required to comply with prevailing wage standards, as established in ORC 4115.03 to 4115.16.
- ORC Section 9.24 prohibits ACDJFS from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of award. By submitting a bid, the vendor warrants that it is not now, and will not become, subject to an "unresolved" finding for recovery under R.C. 9.24 prior to the award of any contract arising out of the ITB without notifying ACDJFS of such finding. ACDJFS will review the Auditor of State's website prior to completion of evaluations of bids submitted pursuant to this ITB. ACDJFS will not evaluate a bid from any vendor whose name or the name of any of the subcontractors proposed by the vendor, appears on the website of the Auditor of the State of Ohio as having an "unresolved" finding for recovery.
- FAR Subpart 9.405(d) requires ACDJFS to review the Federal Excluded Parties Lists System prior to the award of any contract arising out of the ITB. ACDJFS will not evaluate a bid from any vendor whose name or the name of any subcontractors proposed by the vendor appears on the Federal Excluded Parties List.
- The vendor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

- This contract may be amended at any time by written instrument, agreed to, and signed by all parties. Either party ACDJFS, or the vendor, upon thirty (30) days written notice given by either party to the other may terminate this contract.
- The vendor shall not be relieved of liability to ACDJFS for damages sustained by ACDJFS by virtue of any breach of contract by the vendor. ACDJFS reserves the right to legal, administrative, and contractual remedies for damages sustained by ACDJFS by virtue of any breach of the contract by the vendor. ACDJFS may withhold any compensation from the vendor until the amount of damages due from the vendor is agreed upon or otherwise terminated.
- The vendor agrees that there shall be no discrimination against any customer or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the vendor will comply with all appropriate federal and state laws regarding such discrimination.
- The vendor shall retain and make available for audit by ACDJFS, the State of Ohio (including, but not limited to, Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General, of duly appointed law enforcement officials), and agencies of the United States government all records relating to the service provided under this agreement and supporting documentation for invoices submitted to ACDJFS by the vendor for so long as any of the above entities have the right to audit the books and records of ACDJFS which, in all events shall be no less than a minimum of three (3) years after payment under this agreement. If an audit begins during this period, the vendor shall retain such records until the conclusion of the audit and resolution of all related issues.
- The vendor shall perform its obligation under this contract in conformity with all applicable local, state and federal rules, laws and regulations. The requirements include but are not limited to the following, when applicable:
  - Clean Air Act: requiring compliance with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h) Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40CFR Part 15.
  - Debarment and Suspension: Requiring compliance with Executive Orders 12549 and 12689
  - Lobbying: requiring compliance for anti-lobbying provisions of 31 USC 1352.
  - Anti-Kickback Act: requiring compliance with the Copeland Anti-Kickback Act 18 USC 874 as supplemented in Department of Labor regulations 29 CFR Part 3.

- Contract Work Hours and Safety Standard Act: requiring compliance with the Contract Work Hours and Safety Standards Act 40 USC 327-330 as supplemented by Department of Labor regulations at 29 CFR part 5
- Davis-Bacon Act: requiring compliance with Davis-Bacon Act, 40 USC 276 and 327 to 330 as supplemented by Department of Labor regulations at 29 CFR Part 5.
- Energy Policy and Conservation Act: requiring compliance with the Energy Policy and Conservation Act (PL94-165).

### **Vendor Examination of the Bid**

Vendors are expected to be familiar with the entire ITB. The vendor is expected to respond to the ITB in a manner that makes it clear they understand and have responded to all sections of the ITB.

If a vendor discovers any mistakes or omissions in the ITB they must notify Josh Parker of ACDJFS in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency.

### **Changes to ITB**

ACDJFS may make changes to this ITB no later than February 8, 2019 at 4:00 p.m. by sending changes to all vendors who register for the bid. Revision and additions to any ITB will be provided to all registered vendors.

### **Availability of Funds**

This ITB and all agency contracts are contingent on the availability of funds. If, during the ITB process, funds are not available for the proposed services, the ITB process will be canceled. The vendor will be notified at the earliest possible time. ACDJFS is not required to compensate the vendor for any expenses incurred as a result of the ITB process.

### **Communication Protocol**

Josh Parker will serve as the contact person. The contact information is provided below for submission of bids or inquiries. Questions must be submitted by e-mail prior to 2/8/2019, to the attention of Joshua Parker [joshua.parker@jfs.ohio.gov](mailto:joshua.parker@jfs.ohio.gov). This is the only acceptable method of inquiry during the course of this ITB. It is the responsibility of each vendor to provide an e-mail address so that an appropriate and timely response may be supplied.

Communication from the issuance date of the ITB to the date that an actual contract is let is to be limited. Please reference protocol guidelines below:

- Written questions received via e-mail to the designated contact person are then shared with all registered vendors.
- Revision and additions to any ITB will be provided to all registered vendors.
- ACDJFS reserves the right to modify the submission process and timeline, as well as, to cancel any part of this RFP without prior notice.
- Any error, omission or discrepancy noted by a vendor must be communicated immediately to the ACDJFS contact person, and a request for clarification or modification of the document. Any modifications to the ITB will be issued to all registered vendors, while maintaining anonymity as to the source of the request.
- Vendors that are aware of errors and do not report such, submit at their own risk. Unreported errors will not entitle the vendor to additional compensation.

### **Preparation of Bid**

Bids must provide a clear picture of the vendor's qualifications to provide the services requested in the ITB. The vendor should respond to the ITB instructions and requirements. The bid must include all costs that relate to the responses submitted.

All bids become the property of ACDJFS to use. All bids will be considered public information and will be open for inspection.

The bid solicitation does not constitute an offer. Acceptance of bids for review does not commit ACDJFS to award a contract. The costs of creating bids are the responsibility of the vendor and shall not be chargeable to ACDJFS. The vendor must guarantee the pricing listed in the bid will remain in effect for a minimum of 120 days after the bid submission date. ACDJFS reserves the right to award contracts to a single applicant, multiple applicants, or to reject any and all bids received. ACDJFS reserves the right to negotiate services and costs on any and all bids received or to cancel in part or in its entirety this bid solicitation.

Bids containing false or misleading statements may be rejected.

The bid must be signed by an individual who is authorized to contractually bind the vendor. The signature must indicate the title or position the individual holds in the vendor's organization. Any and all unsigned bids will be rejected.

Vendors must deliver a signed original bid and 3 duplicates of the entire written bid to Allen County Commissioners, 204 N. Main St, Suite 301, Lima, OH 45801 no later than 11:00 a.m. on February 14, 2019. All bids must be submitted in a sealed envelope bearing vendor name/organization as well as **"ACDJFS Pole Barn Bid."** **"ACDJFS Pole Barn Bid" MUST BE CLEARLY MARKED ON THE PACKAGE.** A receipt will be issued for all bids received in person. Bids received after the deadline will not be considered. If having the bid delivered, the vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested. Faxes, e-mailed or standard mailed bids will not be accepted.

All vendors must carefully review their final bids. Once opened, bids cannot be changed; however, ACDJFS may request information or respond to inquiries for clarification purposes only.

ACDJFS reserves the right to reject any or all proposals. The recommendation of ACDJFS staff, ACDJFS Director, and Allen County Board of Commissioners shall be final.

Written notification will be made to all vendors who submit a bid. If a successful vendor fails to execute the contract, ACDJFS may award the contract to another vendor whose bid met the requirements of the ITB and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between ACDJFS and the vendor.

### **Bidder's Conference**

The bidder's conference will be held on February 8, 2019 at 4:00 pm, at future site of Allen County Job & Family Services, 951 Commerce Parkway, Lima, OH 45804.

### **Bid Selection**

Bid selection does not guarantee a contract for services will be awarded. Prospective vendors are advised that an offer may be initiated after a review of the bid received by ACDJFS and members of a bid review team.

Bids submitted in response to this bid solicitation must comply with the specifications stated herein. At the option of ACDJFS, any and all of the aspects of the successful vendor's bid will become contractual obligations if acquisition action ensues. Failure of the successful vendor to accept these obligations in the contractual agreement may result in cancellation of the award.

All bids will be evaluated based on the criteria in the ITB.

The Invitation to Bid (ITB) does not constitute an offer. Acceptance of bids for review does not commit ACDJFS to award a contract, nor is it liable for any costs incurred in the preparation of bids. ACDJFS reserves the right to award contracts to a single applicant, multiple applicants or to reject any and all proposals received. Additionally, ACDJFS reserves the right to cancel in part or entirety this ITB.

The applicant understands and agrees that any subsequent contract or agreement resulting from a successful bid may be amended at any time by written instrument, agreed to and signed by all parties.

Any additional services that the vendor includes in the response to this bid solicitation will be considered.



The vendor shall comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375 and supplemented by Department of Labor Regulations.

Vendor agrees to cooperate with the ACDJFS and any Child Support Enforcement Agency (CSEA) in ensuring employees of the vendor and/or subcontractor(s) met child support obligations established under state law. Further, by executing this contract, vendor certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to all sections of 3121 of the Ohio Revised Code.

If ACDJFS and the vendor are unable to successfully come to terms regarding the contract, ACDJFS reserves the right to terminate contract discussions with the bidder. If this happens, ACDJFS reserves the right to select another bidder from the bid process, cancel the ITB or reissue the ITB.

### **Confidentiality and Security**

Any vendor that has access to confidential information will be required to keep that information confidential. Disclosure of information to any party beyond ACDJFS personnel and court of law without written consent of the party served is prohibited.

As a condition of receiving a contract from ACDJFS, the contractor, and any subcontractor(s) will be required to comply with 42 USC Sections 1320 d through 1320d-8, and to implement regulations at 45 CFR Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Protected Health Information (PHI) is information received by the contractor from or on behalf of ACDJFS that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health & Human Services, specifically 45 CFR 164.501 and any amendments thereto. The selected vendor(s) can reasonably anticipate HIPAA language in the contract that results from the ITB.

In the event of a material breach of contractor obligations under this section, ACDJFS may at its option terminate the contract according to provisions within the contract for termination.

### **Scope of Service**

The purpose of this agreement is to complete a Design and Build project for Allen County Job and Family Services.

The vendor will provide the following:

- The vendor will indemnify and hold harmless Allen County Job and Family Services against any loss, penalties, damage, settlements, costs, professional fees, and/or related expenses incurred through the provision of services.
- The vendor shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of any executed

contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to ACDJFS prior to commencement of services provided by the vendor.

- The vendor agrees to obtain and maintain at their expense, at all times throughout the term of this contract liability insurance with an insurance company license in the State of Ohio. The vendor shall furnish to ACDJFS upon execution of a contract, a Certificate of Insurance.
- The vendor agrees that as a condition to any contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, disability, national origin, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973 and subsequent amendments. It is further agreed that the Vendor will comply with all appropriate federal and state laws regarding such discrimination.

### **Required Elements of Proposal**

The successful vendor will include all of the following elements in their proposal:

1. A cover sheet or transmittal letter must be included in the proposal. The cover sheet or transmittal letter must be on agency/organization letterhead and signed by the individual authorized to legally bind the agency/organization to fulfill the contractual obligations agreed upon by ACDJFS and the successful vendor. The cover sheet or transmittal letter must incorporate the following elements:
  - a. A statement indicating the legal entity tax status of the agency/organization responding to the bid solicitation
  - b. The name, title, address, telephone, e-mail, and FAX number of the individual to be contacted by ACDJFS, if it should be deemed necessary at any time during the proposal solicitation review and selection process
  - c. A statement regarding the vendor's qualifications and experience must be included within the cover sheet or transmittal letter.
2. Any vendors proposing to use a subcontractor for any part of the work described in the ITB must clearly identify the subcontractor(s) and their tasks in their bid. The bid must include a letter from the proposed subcontractor(s) and their tasks in their bids. The bid must include a letter from the proposed subcontractor(s), signed by a person authorized to legally bind the subcontractor indicating the following:
  - a. The subcontractor's legal status, federal tax ID number, and principal business address.
  - b. The name, phone number, and fax number of a person who is authorized to legally bind the subcontractor to contractual obligations.
  - c. A complete description of the work the subcontractor will do.
  - d. A commitment to do the work if the vendor is selected.
  - e. A statement that the subcontractor has read and understands the ITB, the nature of the work, and the requirements of the ITB.

There may be no dollar amounts of any kind included with subcontractor information, inclusion of dollar amounts will result in disqualification of the primary vendor's entire bid.

3. An overview of the proposed services to be provided by the vendor should include a detailed response to each of the following:
  - a. Vendors should describe/define each fee per service in their proposal.
  - b. A statement of the vendor's willingness to comply with the laws of the State of Ohio relating to insurance coverage and shall carry and keep in full force, during the performance of any executed contract, Workers' Compensation Insurance. A copy of the document evidencing Workers' Compensation shall be furnished to ACDJFS prior to commencement of services provided by the vendor.
  - c. A statement of the vendor's willingness to obtain and maintain at their expense, at all times throughout the term of this contract, liability insurance with an insurance company license in the State of Ohio. The vendor shall furnish to ACDJFS upon execution of a contract, a Certificate of Insurance.
4. A completed Invitation to bid form is to be included with the proposed bid. ACDJFS will send the required form with the bid packet. It will be the last 15-17 pages of this packet.

### **Bid Opening**

The bid opening will be held February 14, 2019 at 11:00 a.m. at Allen County Commissioners, 204 N. Main St, Suite 301, Lima, OH 45801

### **Method of Scoring**

All bids will be scored using the following methodology:

- Total Cost/Expense for Build (40 points)
- Quality of Material (30 points)
- Qualifications and Experience (20 points)
- Completed Bid Packet (10 points)

The maximum total score is 100 points.

*Vendors that do not meet all requirements of the RFP will not be scored.*

### **Protests**

Any potential, or actual, vendor objecting to the award of a contract resulting from the issuance of the ITB may file a protest of the award of the contract, or any other matter relating to the process of soliciting the bids. Such a protest must comply with the following guidelines:

1. A protest may be filed by a prospective or actual bidder objecting to the award of a contract resulting from the ITB. The protest shall be in writing and shall contain the following information:
  - a. The name, address, and telephone number of the protester;
  - b. The name and release date of the ITB being protested;
  - c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
  - d. A request for ruling by ACDJFS
  - e. A statement as to the form of relief requested from ACDJFS; and
  - f. Any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.
2. A protest based on alleged improprieties in the issuance of the ITB or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of bids shall be filed no later than 4:00 p.m. the closing date for receipt of bids, as specified in the Time Table of this ITB in order for the protest to be considered timely by ACDJFS.
3. An untimely protest may be considered by ACDJFS if ACDJFS determines that the protest raises issues significant to the agency's procurement system. An untimely protest is one received by the ACDJFS Agency Director after the time period set form in Item 2. Of this section.
4. All protests must be filed at the following location:

Allen County Job & Family Services  
Attn: Agency Director  
1051 S. Dixie Hwy  
Lima, OH 45802

5. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless the Director of ACDJFS determines that a delay will severely disadvantage the Agency. The vendor(s) who would have been awarded the contract shall be notified of the receipt of the protest.
6. The ACDJFS Agency Director shall issue written decisions on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

**Attachments**

A. Proposal Scoring Sheet & Bid Form

Attachment A- Proposal Scoring Sheet (to be completed by ACDJFS review committee)

REQUIRED ELEMENTS OF THE BID	
Cover Sheet or transmittal letter includes all of the following elements:	
Cover Sheet or transmittal letter is on agency/organization letterhead And signed by the agency/organization's representative	Yes or No
A statement indicating the legal entity tax status of the Agency/organization responding to the bid solicitation	Yes or No
The name, title, address, telephone, e-mail, and FAX number of the Individual to be contacted by ACDJFS	Yes or No
A statement regarding the vendor's qualifications and experience	Yes or No
Bid Form has been fully completed	Yes or No

**PROPOSAL SCORING – ACDJFS use only**

All bids will be scored using the following methodology:

<b>Total Cost/Expense for Build</b> Please note any exceptions: _____ _____ _____ _____ _____	40 Points Possible
<b>Quality of Materials</b> Please note any exceptions: _____ _____ _____ _____ _____	30 Points Possible
<b>Qualifications/Experience</b> Please note any exceptions: _____ _____ _____ _____ _____	20 Points Possible
<b>Completed Bid Form</b> Please note any exceptions: _____ _____ _____ _____ _____	10 Points Possible

**The maximum total score is 100**

# ACDJFS BID FORM

3 Originals to be Submitted

## Purchase and Installation of a 40' x 60' new Metal Pole Barn

Pole Barn Description / Materials / Specifications

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Cost \$ \_\_\_\_\_

Site Prep and Stone

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Cost \$ \_\_\_\_\_

Concrete

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Cost \$ \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

# ACDJFS BID FORM

## Purchase and Installation of a 40' x 60' new Metal Pole Barn

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative** (Please Print or Type Above)

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Please attach any additional material, photos, itemized costs, and initial designs that could assist in the decision-making process.

### LOCATION MAP





## REFERENCES

Company Contact Name & Phone:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_