

ALLEN COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS

SPECIFICATIONS AND INSTRUCTIONS FOR PROPOSALS

The Allen County Commissioners are soliciting proposals to replace and expand an existing driveway and parking lot located at 1165 Seriff Road, Lima, Ohio.

SUBMISSION OF PROPOSALS

Sealed proposals and endorsed with the title:

Proposal – Concrete Driveway and Parking Lot – Dog Warden

will be received until 11:30 a.m. local time on July 1, 2021 at the:

**Board of Allen County Commissioner's Office
204 N. Main Street
Suite 301
Lima, Ohio 45801**

at which time and place all proposals will be publicly opened and read aloud.

PROPOSAL REQUIREMENTS

Project will include removal and disposal of all asphalt/concrete and unusable base that is currently in the parking area west of the Dog Warden facility and the drive east of Seriff Road, extending thru the parking area north of the facility including slab that is under the closed porch that is to be removed by others.

The clean dirt that is removed to extend the driveway and parking area shall be used to finish along the edges of the new drive and parking area and in low ground areas located in the northwest area of the property. Contractor will be responsible to finish area to grade and seed.

Downspouts on north side of the facility area are to be tied together underground (sized appropriately) and tiled to the creek on the north side of the property.

The new drive and parking area shall have a base of 304 stone (or equivalent) 8" thick.

Concrete 6-1/2 bag mix at 6" thick with reinforcing wire mesh, saw cut and sealed. See drawing for measurement details.

There will be a 5' x 16' foundation and slab on the north side at the front entry doors. Footers are to be 36" below grade with 8" poured walls, 1/2" rebar at 12" on center, slab to be no less than 4" of 6-1/2 bag mix with reinforcing wire mesh and saw cut. Finish height to match facility floor.

Alternate: Please provide pricing to add curb along north side of parking area (178') and west side of parking area (100').

Contractor shall be responsible to provide drawings to submit for permits and permit fees.

Completion date shall be September 30, 2021.

Bids in excess of \$50,000.00 shall be accompanied by a Bid Bond, Certified Check, Cashier's Check, or money order on a solvent bank or savings and loan association equal to but not in excess of 5% of the bid upon condition that, if the bid is accepted, a contract will be entered into within ten (10) days which contract shall not be assigned without the prior written approval of the Board of County Commissioners for Allen County. This Bid Bond, Certified Check, Cashier's Check, or money order may be appropriated by the County of Allen, as liquidated damages in the event the successful bidder fails to execute the Contract or otherwise comply with the Specifications within ten (10) days after the award. If the bidder is unsuccessful, then the Bid Bond, Certified Check, Cashier's Check, or money order will be returned within ten (10) days after the successful bidder has executed the Contract.

Pursuant to Ohio Revised Code Section 3517.13, each bid submitted shall be accompanied by an affidavit certifying that the bidder has not made a contribution to the contracting authority in an amount that exceeds the limits provided by law. Failure to submit the required form with the Bid packet will deem the bidder's response to be non-responsive and disqualified from receiving further consideration. Further, each bid submitted shall be accompanied with a Non-Collusive Bidding Certification.

Pursuant to Ohio Revised Code Section 9.24, each bid submitted shall be accompanied by an affidavit certifying whether the bidder has a finding for recovery against it from the State Auditor. Failure to submit the required affidavit with the Bid packet will deem the bidder's response to be non-responsive and disqualified from receiving further consideration.

Pursuant to Ohio Revised Code Section 571.02, each bid submitted shall be accompanied by an affidavit certifying whether the bidder has any delinquency on any personal property within Allen County, Ohio. Failure to submit the required affidavit with the Bid packet will deem the bidder's response to be non-responsive and disqualified from receiving further consideration.

Contractor shall supply with proposal a copy of Worker's Compensation Certificate and Certificate of Liability Insurance, naming Allen County Commissioners as additional insured.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Allen County Commissioners, its officials, officers and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or in consequence of the Contractor's use/presence of/on County property/premises or performance of the Contractor's Contract with the County, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation

shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code 2305.31.

In any and all claims against the Allen County Commissioners, its officials, officers and employees of any of them by any employee of the Contractor or anyone for whose acts Contractor may be liable, Contractor hereby expressly waives the immunity provided to Contractor by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code, Sections 4123.74 and 4123.741, so that this indemnification obligation may be enforced by the County against Contractor in those instances

Bidders shall not be permitted to alter their bid after the bid opening. Further, all prices quoted by the bidder in their respective bids must remain unchanged for a period of sixty (60) days after the date of the bid opening.

The Board of Allen County Commissioners agree to submit payment in full to the successful bidder within thirty (30) days of the completion and satisfactory inspection of said project.

Any questions regarding the project specifications are to be directed to Jason Patchet, Allen County Building and Grounds Superintendent via email: jpatchet@allencountyohio.com or by calling 419-223-8577.

The Board of Allen County Commissioners reserves the right to reject any and all bids.

All Request for Proposals should be delivered in a sealed enveloped marked "**Proposal – Concrete Driveway and Parking Lot – Dog Warden**" to the Allen County Commissioners office, 204 N. Main Street, Suite 301, Lima, Ohio on or before 11:30 a.m. on July 1, 2021.

BID PROPOSAL FORM

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE: _____

ZIP CODE: _____

PHONE: _____

FAX: _____

CONTACT NAME: _____

DATE: _____

EMAIL ADDRESS: _____

DESCRIPTION: Concrete Parking Lot/Driveway – Allen County Dog Warden

PROPOSAL PRICE: \$ _____

ALTERNATE: add curb along north side of parking area (178') and west side of parking area (100')

ALTERNATE PRICE: \$ _____

I, _____, as an authorized Agent for
_____, do hereby attest and affirm that the
Information contained herein is true and that the proposal submitted by our firm complies with the
instructions, requirements, and specifications contained in the Bid Submission.

By: _____

Its _____

PROPOSAL GUARANTEE BOND

(To be executed by Contractor and Surety before depositing proposal)

Know All Men by These Presents:

That we, the undersigned _____ (An
_____ Corporation), as Principal, and
_____ as Surety as held and firmly bound unto the
County of Allen in the sum of _____ to be paid to said
County of Allen or its certain attorney, successor or assigns, for the payment of which will and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, successors, assigns,
executors, and administrators, jointly and severally, firmly by these presents.

Signed and Sealed at _____

This _____ day of _____, 20 _____.

The condition of this bond is such that if the above proposal is accepted, and the contract
awarded to the above named vendor and the vendor shall, within ten (10) days after such an
award is made, enter into a Contract and give bond as required, then this obligation shall be null
and void, otherwise it shall remain in full force and effect.

Principal: _____

By: _____

Title: _____

Surety: _____

By: _____ (SEAL)

This Bond must be signed by the Vendor and the Surety Company before the proposal is offered.
All proposals not in conformity with this provision will be rejected; except that a certified check
for the above amount on some solvent bank will be considered a sufficient surety.

NOTE: A properly executed power of attorney showing authority of the person or persons
executing the Bond for Surety of Sureties, at the date of this bond, should be submitted with this
Bond.

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO
IN THE COUNTY OF _____ :

Personally appeared the undersigned, as an individual or as representative of _____ for a contract for a Concrete Driveway and Parking Lot Project – Allen County Dog Warden, to be let by the Board of Allen County Commissioners, , who, being duly cautioned and sworn, makes following representation on behalf of himself or herself or the business entity:

1. That none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual , one or more campaign contributions totaling in excess of \$1,000.00, to any member of the Allen County Commissioners or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of a partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section

2. That none of the following have **collectively** made within the two previous calendar years , and that, if awarded a contract for the purchase of goods or services in excess of \$500.00, none of the following **collectively** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excel of \$2,000.00 to any member of the Allen County Commissioners or their individual campaign committees:

- a. myself;
- b. any partner or owner or shareholder of a partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2021.

Notary Public: _____

My Commission Expires: _____

FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio)
) SS
County of _____)

Proposal Identification: Concrete Driveway and Parking Lot Project-Allen County Dog Warden.

Contractor: _____

Being first dully sworn, deposes and says that he _____

(Sole owner, a partner, president, secretary, etc.) of _____

_____ the party making the foregoing proposal that such Proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, or corporation; that such Proposal is genuine and not collusive or sham; that said Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price, or that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; and further, that said Bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary: _____

Term Expires: _____

Delinquent Personal Property Tax Affidavit

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the proposals and resulting contract for the following:

Subject: Proposal – Concrete Driveway and Parking Lot – Dog Warden

Department: Allen County Commissioners

State of _____)

County of _____) SS:

_____ (name) being first duly sworn, deposes that he/she is the _____ (title) of _____ (name of vendor) with offices located at

_____ (address of vendor), and as its duly authorized representative states that effective this _____ day of _____:

() is not charged with delinquent personal property taxes on the general list of personal property in Allen County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Allen County, Ohio.

() is charged with delinquent personal property taxes on the general list of personal property in Allen County, Ohio or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Allen County, Ohio.

County: _____ Amount: _____ (including penalties and interest total amount and any thereon)

(Affiant signature)

Sworn to and subscribed before me this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____ (seal)

No Findings for Recovery Affidavit

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the proposals and resulting contract for the following:

State of _____)

County of _____) SS:

_____ (name) being first duly sworn, deposes that he/she is the _____ (title) of _____ (name of vendor) affirm that at the time I submitted the RFP for _____ (bid title) to the Board of Commissioners, Allen County, Ohio on _____, 20____, that _____ (name of vendor) has/ has no (circle one) unresolved findings for recovery from the State Auditor per Ohio Revised Code Section 9.24.

If there is an unresolved finding for recovery due to the State Auditor, Complete the Following section:

The amount of unresolved fining for recovery due to the State Auditor is _____ and unpaid penalties and interest are _____.

(Affiant signature)

Sworn to and subscribed before me this _____ day of _____, 2021.

Notary Public
My Commission Expires: _____ (seal)

Not to scale

North ↗

