

**INVITATION TO BIDDERS**  
**For Perry County Engineer's Office**  
**Flat Roof Repair**

May 7, 2019

To: Prospective Bidders

Perry County is accepting sealed bid proposals from qualified professional firms to furnish all materials and necessary equipment and perform all required work necessary to repair the existing flat roof system of the Perry County Engineer's Office located at 2645 Old Somerset Road, New Lexington, OH 43764. This work must be performed as specified accordance with the specifications contained in the Request for Proposals (RFP).

Sealed proposals endorsed "**Perry County Engineer's Office Flat Roof Repair**", will be received at the Office of the Perry County Commissioners, 121 W. Brown St., New Lexington, OH 43764; until 10:00 a.m., **Thursday, May 30, 2019**, after which time bids will be publicly opened and read.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the County until an agreement has been executed.

Respectfully,

Kenton C. Cannon, P.E., P.S.  
Perry County Engineer

## **REQUEST FOR PROPOSALS**

The Perry County Engineer's Office, Perry County, Ohio requests sealed bid proposals from qualified professional firms presenting their qualifications, capabilities and costs to provide all materials, all labor and all documents necessary to repair the existing flat roof system, approximately 31,000 square feet in size, on the Engineer's Office building located at 2645 Old Somerset Road, New Lexington, OH 43764.

This work must be performed in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, "**Perry County Engineer's Office Flat Roof Repair**". Any proposal received after the submittal deadline cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

**Proposals shall be submitted no later than 10:00 a.m., on Thursday, May 30, 2019, to:**

Perry County Commissioners  
121 W. Brown Street  
New Lexington, OH 43764

For purposes of this request for proposals, Perry County will hereby be referred to as "County" and the private firm will hereby be referred to as "Contractor."

During the evaluation process, the County reserves the right where it may serve the County's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the County, firms submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated the selection of a firm will be completed by June 6, 2019. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the Agreement by the County.

## **INSTRUCTIONS TO BIDDERS**

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
3. The contract will be awarded Perry County to the most responsive and responsible bidder with the lowest price and the contract will require the completion of the work pursuant to these documents.
4. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. The County will furnish the successful company with tax exemption information when requested.

5. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and email address of an individual in their organization to whom notices and inquiries by the County should be directed as part of their proposal.

## **EVALUATION PROCEDURE AND CRITERIA**

The evaluation panel will consist of County staff and any other person(s) designated by the County who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

## **TERMS AND CONDITIONS**

1. The County reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The County reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.

2. The County reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.

3. The County reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The County may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the County's desire to do so. In the case of such a stoppage, the County agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.

4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.

5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the County.

6. Payment will be made within thirty (30) days after invoice. Acceptance by the County is defined as authorization by the designated County representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the County.

7. The Contractor will not exceed the timelines established for the completion of this project.

8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

## **CONTRACTOR'S RESPONSIBILITIES**

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
  - a. Agreement (Attachment A).
  - b. Bidder's Agreement (Attachment B)
  - c. Cost Proposal (Attachment C)
2. Provide a description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
3. The Contractor will provide technical specifications for the roof system included in the proposal. These details are to include the following information:
  - a. Type of roof system (i.e. TPO, EPDM, etc.).
  - b. Application technique(s) to be utilized.
  - c. Material Safety Data Sheet (MSDS) for all products to be utilized.
4. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work.
5. The Contractor will be responsible for any changes necessary for the plans to be approved by Perry County.
6. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
7. Provide a list of sub-contractors and their qualifications, if applicable.
8. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.
9. The Contractor will be responsible for the disposal of all material and any damages which occur as a result of any of employees or subcontractors of the Contractor during this project.

## **COUNTY'S RESPONSIBILITIES**

1. The County will provide access to County property and roof during regular business hours or during nights and weekends as approved by the County's designated representative.
2. The County will provide water, electric, and sufficient area for storage of materials.

## **SETTLEMENT OF DISPUTES**

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 17 of the Agreement (Attachment A) for details about what is required of the successful bidder.

## **INSURANCE**

The successful bidder is required to procure and maintain certain types of insurances. Please refer to paragraph 12 of the Agreement (Attachment A) for details about what is required of the successful bidder.

## **CONTINUATION OF COVERAGE**

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the County may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, the County shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

## **EXECUTION OF CONTRACT**

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the County until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

## **INDEMNIFICATION**

The successful bidder agrees to indemnify the County and various associated persons. Please refer to paragraph 13 of the Agreement (Attachment A) for details about what is required of the successful bidder.

## **CONFLICT OF INTEREST**

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 14 of the Agreement (Attachment A) for details about what is required of the successful bidder.

## **EXAMINATION OF PROPOSAL MATERIALS**

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

## **PROJECT TIMELINE**

It is expected work will begin in mid-June 2019 and be completed within thirty (30) days. (Excluding weather related complications)

The Contractor will not exceed the timelines established for the completion of this project. \$100.00/day will be applied for liquidated damages in excess of 30 days.

## SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The proposed work to be performed includes the repair of an existing flat roof system on the Perry County Engineer's Office. This project will include the following tasks:
  - a. Removal of the existing loose/damaged materials.
  - b. Secure all loose spots, seams, and air pockets.
  - c. Clean, seal and re-prime roof.
  - d. Flashing all protrusions through the roof (i.e., vents, drains, HVAC units, etc.)
    - i. All flashings shall be attached mechanically to vertical surfaces and shall have a counter flashing. All projections and penetrations shall have reinforced membrane flashings installed.
    - ii. The Contractor shall install the materials in a continuous fashion, free of any gaps and voids.
    - iii. Installation of the insulation and membrane materials shall be completed in a manner which promotes proper drainage to keep the roof free from standing water.
    - iv. All materials shall be installed according to manufacturer specifications.
2. The work must be performed during regular business hours or on weekends with prior notification and approval by the County.
3. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.
4. The Contractor shall perform construction work in a manner which minimizes the potential for damage to existing landscaping around the building. The Contractor shall be solely responsible for the costs of any landscaping repairs resulting from damages occurring to existing landscaping as a result of the work performed by the contractor and/or any subcontractor(s).
5. The Contractor shall provide any and all manuals and/or warranty information related to this project to the County upon completion of the project.
  - a. The Contractor shall provide a minimum fifteen (15) year non-prorated warranty for materials and labor.
6. This section and referenced documents shall constitute the Scope of Work for this project and as such all requirements must be met.

## ATTACHMENT A – AGREEMENT

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Perry County, having its principal municipal office at 121 W. Brown St, New Lexington, OH (hereinafter sometimes called "County"), and

\_\_\_\_\_, having its principal office at

\_\_\_\_\_ (hereinafter called "Contractor"), provides as follows:

### WITNESSETH:

**WHEREAS**, the County has heretofore advertised for bids for the procurement and performance of services required to perform all required work necessary to repair an existing flat roof system on the Perry County Engineer's Office Building and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

**WHEREAS**, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform all labor, to provide all materials, all equipment required, including accessories and incidentals necessary to perform all required work necessary to repair an existing flat roof system on Perry County Engineer's Office Building.

**NOW, THEREFORE**, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform all labor, to provide all materials, all equipment required, including accessories and incidentals necessary repair the existing flat roof system on the Perry County Engineer's Office Building and the Contractor's cost proposal dated \_\_\_\_\_, 2019 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, rather than the RFP.
2. The County shall pay the Contractor for the performance of this Agreement in an amount not to exceed the amount set forth in the Contractor's \_\_\_\_\_, 2019 cost proposal.
3. This Agreement shall commence upon execution by both parties, unless the County exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
5. The Contractor and the County agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the County pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the County. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the County nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the County, or be

deemed an employee of the County for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the County.

6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the County. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Ohio. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the County. Any attempt at assignment without prior written consent shall be void and of no effect.

10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the County of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the County with periodic status reports concerning all such claims or suits, at intervals established by the County.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Ohio. All coverages shall be with carriers acceptable to Perry County.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Proof of Insurance Coverage: Contractor shall provide Perry County, at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to Perry County, as listed below.

- 1) One (1) copy of Certificate of Insurance for Workers' Compensation Insurance;
- 2) One (1) copy of Certificate of Insurance for Commercial General Liability Insurance;
- 3) One (1) copy of Certificate of Insurance for Vehicle Liability Insurance;
- 4) One (1) copy of Certificate of Insurance for Professional Liability Insurance;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

13. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless Perry County, its elected and appointed officials, employees and volunteers and others working on behalf of Perry County against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and Perry County, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Osawatomie, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of Perry County.

14. If, after the effective date of this Agreement, any official of the County, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the County shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the County has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

15. If Contractor fails to perform its obligations hereunder, the County may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

16. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

Owner: Perry County Engineer  
Attn: Kent Cannon  
2645 Old Somerset Rd.  
New Lexington, OH 43764

Contractor: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

17. If the parties are not able to resolve any dispute arising from this agreement through negotiation, the exclusive method of dispute resolution shall be by binding arbitration

18. FAIR PROCUREMENT OPPORTUNITY: Procurement for Perry County will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of Perry County.

**IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.**

**PERRY COUNTY ENGINEER**

**CONTRACTOR**

By: \_\_\_\_\_  
(signed)

By: \_\_\_\_\_  
(signed)

\_\_\_\_\_ Kenton C. Cannon, County Engineer

\_\_\_\_\_

\_\_\_\_\_ Perry County Engineer's Office

\_\_\_\_\_

\_\_\_\_\_ 2645 Old Somerset Road

\_\_\_\_\_

\_\_\_\_\_ New Lexington, OH 43764

\_\_\_\_\_

\_\_\_\_\_ (date of execution)

\_\_\_\_\_ (date of execution)

ATTEST: \_\_\_\_\_

County Clerk, Carol Middaugh

(If the Contract is not executed by the President of the Corporation or general partner of the partnership, please provide documentation which authorizes the signatory to bind the corporation or partnership. If a corporation, the Bidder shall furnish the City with a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

**ATTACHMENT B - BIDDER'S AGREEMENT**  
**For Perry County Engineer's Office Flat Roof Repair**

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In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

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**BID PREPARED BY**  
**(Print Name)**

**DATE**

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**TITLE**

**DATE**

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**AUTHORIZED SIGNATURE**

**E-MAIL ADDRESS**

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**COMPANY**

---

**ADDRESS**

**PHONE**

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**NAME OF PARENT COMPANY**

**PHONE**

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**ADDRESS**

**ATTACHMENT C - COST PROPOSAL**

**For Perry County Engineer's Office Flat Roof Repair**

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**In order for the bid to be considered valid, this form must be completed in its entirety.** The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

*Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP*

<b>COST PROPOSAL</b>	
<b>ITEM</b>	<b>BID AMOUNT</b>
Materials & Equipment	\$
Labor	\$
Miscellaneous (Attach Detailed Description)	\$
<b>TOTAL BID AMOUNT</b>	<b>\$</b>

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

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_