



Request for Proposal

Pre-Fabricated Boardwalk System (Material Only)

Notice to Bidders:

Sealed Proposals will be accepted by the Centerville-Washington Park District (Washington Township Park District), **until 4:30 PM, local time, on Friday, February 28, 2020 at 221 N. Main Street, Centerville, OH 45459**, for a Pre-Fabricated Boardwalk System (Materials Only) in accordance with the specifications. Proposals received after this time will not be accepted. **Contract Documents** can be found at www.cwpd.org/about/ongoing-park-projects

Contact Ken Carter at 937-433-5155 ext. 224, or kcarter@cwpd.org for bid information and or questions. **Instructions to Bidders.** The Park District reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who in their consideration offered the lowest and best proposal. The Park District also reserves the right to hold all proposals for sixty (60) days.

David R. Lee
President, Board of Park Commissioners

Legal Advertisement:

Monday, February 18, 2020

Monday, February 25, 2020

Purpose:

The Centerville-Washington Park District is seeking bid proposals for “Materials Only” for a pre-Fabricated Boardwalk System. Interested parties should provide the following information along with their price proposal.

Sealed proposals are due at Park Headquarters, 221 N. Main Street, Centerville, Ohio 45459 by 4:30pm, Friday, February 28, 2020.

Proposals must contain the following:

- Bid Proposal Form with Full name, address, and phone number of the party or parties submitting the proposal
- Proposal Form, **Exhibit A**
- Product brochure including installation documents
- Warranty information
- Applicable Safety Data Sheets
- A minimum of 3 references of similar scope and size
- Information for purchase through a state approved cooperative purchasing program

The Park District reserves the right to waive any irregularities and to reject all proposals. Furthermore, when deemed in the best interest of the Park District. The Park District reserves the right to award all or part of the tasks and the parcels to one or more contractors and delete a parcel(s) or a portion of a task or parcel from a contract during the life of said contract.

Proposal Evaluation

Proposal evaluation begins when proposals are delivered and compliance with the Proposal Delivery Requirements, Proposal Content, Attachments, and all other applicable and required sections have been verified. A review panel that consists of CWPD employees will conduct the evaluation process. The Agency utilizes team consensus scoring to rate and evaluate all proposals. Proposals will be evaluated based on the following criteria.

1. Responsiveness

Proposal has been verified, is complete, and has met all delivery requirements.

2. References and Project History

Proposers must provide at least three (3) references for a similar project where a Pre-manufactured Boardwalk System has been proved and installed by the owner. Provide building address, contact name and telephone numbers. Proposers should also include the date and approximate quantity included for each project. Proposers should demonstrate by way of references and detailed project descriptions that they have had a history of successfully completing projects of similar size and scope.

3. Installation Documents and Resources

Proposals should include any, and all, resources to support a turnkey project installation by the owner, or owners representative. This includes printed, video, and internet web links for applicable resource information.

4. Warranty statement and duration

Proposals should include all warranty information for each component of their product. In addition, items not covered by the manufactures warranty shall be identified.

5. Proposal Cost

Proposers shall provide unit and bulk pricing by completing the proposal form that is included in the proposal documents. Proposals shall include all material, parts, and accessories required to install a finished product. All shipping, freight, and handling cost must be disclosed separately from the material cost. After the determination of responsiveness, proposals will be ranked based on total proposal cost.

END OF SECTION

INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS

Note: Proposer/Proposal and Bid/Bidder are synonymous.

- A. Bidders are cautioned to review carefully the site and all parts of the Contract Documents made available to each bidder, including, but not limited to, the Notice to Bidders, Instructions to Bidders, Bid Form, Agreement AIA Document A105-2007, with modifications, Supplementary and/or Special Conditions for the Project (if any), Drawings, and Specifications (if any). The Contract Documents, as defined in the Agreement, shall govern the relationship between the successful Bidder and the Owner upon execution of an Agreement by the Owner and the successful Bidder.
- B. No allowance will be made subsequently for any omission, error, or negligence of the Bidder.
- C. All Bidders shall be familiar with the existing conditions, as well as the conditions related to the work, and the fact that a bid is submitted will be construed by the Owner as an agreement by the bidder to carry out the services in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
- D. In the event of an inconsistency between the Drawings and Specifications or within either document that is not clarified by addenda, the better quality or greater quantity of Work shall be provided in accordance with the Design Professional's interpretation.

2. PREPARATION OF BIDS

- A. All bids shall include the following documents:
 - 1. The **Proposal Form** furnished with the Contract Documents
 - 2. Product and Installation material
 - 4. Warranty Information
 - 5. References
 - 6. Additional information as requested herein
- B. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
- C. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed.
- D. Each Bidder shall submit two (2) copies of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation

followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

- E. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name, title of the Project and addressed as follows: **Pre-Fabricated Boardwalk System**, 221 N. Main Street, Centerville, OH 45459. Bids must be received at the designated location for the bid opening before **4:30 p.m. on Friday, February 28, 2020**. If the bid is delivered by other than personal delivery, it shall be enclosed in a separate envelope with the notation **“SEALED PROPOSAL ENCLOSED Prefabricated Boardwalk System; on the face of the envelope with the date and time Proposal Deadline noted.**
- F. The Bidder shall take the following precautions in preparing its bid:
1. Sign the bid and check to insure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Item E above) have been included in a sealed opaque envelope addressed as described in Item E above.
 2. When the Bid Form includes one or more Alternate items under a bid category, indicate whether the sum stated for each Alternate item is an addition or deduction to the base bid amount. If a Bidder inserts “0” or “\$0” or “Zero” or “N/A” in an Alternate blank, it will be assumed that the Bidder will provide the specified work or item covered by that Alternate for no additional cost. If the Bidder inserts “no bid” or leaves the Alternate blank, it will be assumed that the Bidder is not including the work covered by this Alternate in its bid. If the Bidder inserts an amount in the Alternate blank, without indicating whether it is an addition or deduction to the base bid amount, it will be assumed that the amount is an addition, unless the Bid Form clearly indicates that it is a deduct item only.
 3. When the Bid Form provides for quoting a unit price, the Bidder should insert the unit prices requested. Unit prices will not be used to determine the lowest and best bidder.
 4. ~~Combination Bids. The Owner may provide the option of submitting a combination bid on the Bid Form:~~
 - ~~(a) When there is an option for submitting a combination bid on the Bid Form, a bidder desiring to submit a combination bid for two or more bid packages shall include both of the following on the Bid Form:~~
 - ~~(1) The combination bid amount in the space provided, identifying the bid packages included in the combination bid amount; AND~~
 - (2) Separate base bids for each bid package, including alternates, included in the combination bid in the places provided on the Bid Form for the individual bid packages.
- NOTE: The individual cost amounts of each base bid need not total the combination bid amount.**
- G. The Bidder assumes full responsibility for timely delivery of the Bid Form to the location designated for receipt of bids. Any bid received after the time and date designated for receipt of bids will be returned unopened.
- H. ~~Affidavit as to Personal Property Taxes. The Bidder shall submit with its bid an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the~~

~~Bidder's personal property taxes. A copy of the form of the affidavit is included in the Contract Documents.~~

- I. ~~ORC 3517.13 Certification. The Bidder shall submit with its bid a fully complete ORC 3517.13 Certification. A copy of the form of the ORC 3517.13 Certification is included in the Contract Documents.~~

4. METHOD OF AWARD

- A. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening. If applicable, the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- B. The Owner reserves the right, in its sole discretion, to reject any, part of any or all bids and to waive any informalities and irregularities at any time prior to execution of the contract by the Owner. Each Bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the Bid Packages at its sole discretion. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- C. Determination of whether a Bid is Responsive. Before evaluating whether the Bidder has submitted the lowest and best bid for the specified work, the Owner will review the bid submitted to determine whether it is responsive. A bid is responsive that includes a properly completed bid form, covers the specified scope of work, and is accompanied by an acceptable form of bid guaranty. A bid must be responsive before the Owner will evaluate whether the Bidder has submitted the lowest and best bid for the work. Examples of non-responsiveness, which would result in a bid not being accepted and reviewed, include (but are not limited to) the following: failure to sign the bid form, failure to acknowledge an addendum that addresses the bid amount, failure to sign the bid guaranty, failure to provide a form of bid guaranty permitted by the Ohio Revised Code, failure to use the bid form included in the Project Manual provided to bidders, failure to include a bid amount for an Alternate selected by the Owner, or failure to include a unit price or allowance requested on the Bid Form. If a bid is determined to be not responsive, it will be returned to the Bidder and will not be considered by the Owner.
- D. Determination of Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. The Owner, in its sole discretion, shall determine whether a bid is responsive to the specifications or a bidder is the best to provide the specified work. In evaluating bids, the Owner shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidders, proposed distributors and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder that does not pass the evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether the Bidder is the best bidder, include the following as the Owner, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

- a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder is the best bidder to perform the specified work.

The Owner will consider the Bidder's prior experience on other projects with the Owner and Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals (or construction manager) or the employees of any of them as a result of or related to such candid evaluation and such action is not successful, the Bidder will reimburse such owners, design professionals (and construction managers), and the employees of each of them for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
- c. The Bidder's prior experience with similar work on comparable or more complex projects; the Bidder should be in the business and regularly engaged in the type of construction specified for the bid package for which it submits a bid for a minimum period of five (5) years and be properly licensed in the jurisdiction where the Project is constructed;
- d. The Bidder's prior history for the successful and timely completion of projects;
- e. The Bidder's equipment and facilities;
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time, and the Bidder's in-house design professional or consultant for completing the design of the project for installation, including systems, and stamping drawings needed to submit for plan approvals and building permits, if applicable.
- g. The Bidder's prior experience on other projects of the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with the Owner and/or Design Professional;
- h. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act;
- i. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 7.24;

- j. The Owner's prior experience with the Bidder's surety;
 - k. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the specifications for the Work; and/or
 - l. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project.
- E. Within three (3) business days after receipt of the bids, the apparent low Bidder, if requested by the Design Professional or Owner, will complete and submit to the Architect AIA Document A305, Contractor Qualifications Statement, and the information required by the supplement to AIA Document A305, which is included in the Project Manual, and thereafter provide the Design Professional or Owner promptly with such additional information as the Design Professional or Owner may request regarding the Bidder's qualifications and ability to perform the specified work. Additionally, upon request from the Design Professional or owner, any other Bidder will promptly complete and submit to the Architect AIA Document A305, Contractor Qualifications Statement and the information required by the supplement to AIA Document A305, which is included in the Project Manual, and such additional information as the Design Professional or Owner may request regarding the Bidder's qualifications and ability to perform the specified work. A Bidder shall submit any requested information within three (3) business days of the date on the request.
- F. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best bidder for the specified work.
- G. By submitting its bid, the Bidder agrees that the Owner's determination of a bid's responsiveness or a bidder's qualifications and ability to perform the specified work shall be final and conclusive, and that if the Bidder or any person challenges such determination in any legal proceeding and is not successful, the Bidder shall reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the costs of collection.
- H. Within three (3) business days of receipt of the bids or such longer time as may be permitted in writing by the Design Professional or Owner, the apparent low Bidder shall submit the following:
- a. The list of all proposed Subcontractors and vendors.
 - b. Surety Certificate of Compliance showing the authority of the company to conduct business in Ohio.
 - d. Certificate of Insurance.
- I. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
- J. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

5. ALTERNATES

- A. The Owner may request bids on alternates. If the Owner requests bids on alternates, the bidder should include the cost of the alternates requested on its Bid Form. Failure to include a cost, credit, or "no cost" entry in the blank on the Bid Form for an alternate may render a bid non-responsive if the Owner selects that alternate at the time it awards the contract. Selection of alternates is at the sole discretion of the Owner and may affect who is the apparent low bidder.

- B. A Voluntary Alternate Bid (or Voluntary Alternate) is an amount proposed by the Bidder for alternative materials, products, or equipment not described in the Bid Documents or otherwise approved as a substitution as identified under Section 7. A Voluntary Alternate must be submitted to the Design Professional for review prior to submittal of the Bid through the process described in Section 7. A contract will not be awarded on the basis of a voluntary alternate included with the Bid Form that has not been submitted to the Design Professional for review and a decision within the time period stated in Section 7. The Design Professional's decision to accept or not to accept a proposed Voluntary Alternate shall be final.
- B. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A bidder's failure to include in its Bid Form the cost of an alternate selected by the Owner and applicable to the bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. If the Owner does not select the alternate, the failure to include the cost of an alternate will not be deemed material.
- C. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility in building the Project with the funds that are available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands and acknowledges that the award to the lowest and best Bidder will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- D. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the contract, the Owner reserves the right to reinstate the alternate at the price bid by the contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the contractor additional expense.

6. UNIT PRICES

- A. Where unit prices are requested in the Bid Proposal Form for a Prime Contract on which the Bidder submits a bid, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.
- B. Requested unit prices will not be considered in the award and determination of the lowest and best bid.
- C. Failure to include unit prices requested on the Bid Form may render the bid non-responsive and be a basis for rejection of the bid by the Owner.

7. ADDENDA

- A. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Design Professional will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
- B. Any explanation, interpretation, correction, or modification of the Bid Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall **NOT** be legally binding. All Addenda shall become a part of the Contract Documents.
- C. Contractors shall submit written questions to the Design Professional in sufficient time in advance of the bid opening to allow sufficient time for the Design Professional to respond. All Addenda will be issued except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
- D. Copies of each Addendum will be sent only to the Contractors to whom Contract Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.
- E. If a Bidder fails to indicate receipt of all Addenda issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

8. INTERPRETATION

- A. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Specifications or Contract Documents, it may submit a written request for an interpretation thereof to the Design Professional or to the Owner if there is no Design Professional for the Project.

Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional and/or the Owner, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

- B. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- C. Bidders are responsible for notifying the Design Professional in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. The Bidder shall

not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

9. TAX STATUS

- A. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed sales tax exemption certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

10. PREVAILING WAGE

- A. Prevailing wage rates do not apply for this project.

11. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

- A. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.
- B. By submitting its bid, the Bidder agrees that (i) the Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the Bidder a competitive advantage will be final and conclusive; and (ii) the Bidder will pay the Owner's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

12. MODIFICATION/WITHDRAWAL OF BIDS

- A. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner, attention of the Development Manager, at the Owner's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Development Manager prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
- B. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline established in the Notice to Bidders. The request to withdraw shall be made in writing and submitted at the Owner's address. The request for withdrawal must be received by the Owner prior to the time of the bid deadline.
- C. Withdrawal after Bid Deadline.
 - (1) All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may request withdrawal its bid from consideration after the bid deadline when all of the following apply:
 - (a) the price bid was substantially lower than the other bids;
 - (b) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in

arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;

(c) the bid was submitted in good faith;

(d) the Bidder provides written notice to the Owner, to the attention of the Operations Manager, within two (2) business days after the bid opening for which the right to withdraw is claimed.

(2) No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.

(3) If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

13. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

- A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful bidder(s) shall include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national origin in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
- B. The contract document to be executed by the successful Bidder contains nondiscrimination provisions as required by Ohio Revised Code Sections 153.59 and 153.60.

END OF INSTRUCTIONS TO BIDDERS

GENERAL SPECIFICATIONS

PART 1 – General

1.01 SECTION INCLUDES

- A. Furnish a galvanized structural steel framed boardwalk with (non-penetrating adjustable Leg or other piles) and (TYPE OF DECKING, i.e. Pressure Treated Lumber or HDPE) decking, including all fittings, accessories, and fasteners in accordance with the plans.

1.02 SUBMITTALS

- A. Business data:
 - a. Proof of business in good standing with all agencies including, reporting agencies, banks, and the state for which it operates
 - b. Proof of business operations greater than 7 years
 - c. Affidavit of employed American Welding Society certified welders
 - d. Three references for similar scale projects
- B. Product Data:
 - a. Manufacturer's material data sheets
 - b. Installation process and requirements
 - c. Shop drawings for all components of the steel frame walkway and deck system
 - d. Structural calculation for key boardwalk elements if required
- C. Certificate of steel origin (United States)

PART 2- PRODUCTS

2.01 MATERIALS

- A. All frames must meet or exceed International Building Code requirements of 100psf load capacity.
- B. Galvanized structural steel frame sections constructed from ASTM A500 Structural Steel.
- C. Frame connections to be fabricated from 1/4" A36 Structural Steel.
- D. Legs and leg-sleeves to be fabricated from ASTM A500 Structural Steel pipe.
- E. Entire post-fabrication frame assembly to be hot dipped galvanized (HDG) with a minimum of 3.9 mill thickness of zinc based galvanizing.
- F. All post-galvanized frame assemblies must be hand rasped and free of any sharp edges without compromising the galvanized integrity.
- G. All decking must meet or exceed International Building Code requirements of 100psf load capacity.
 - a. Southern Yellow Pine – XGARD Pro® pressure treated Southern Yellow Southern (SYP) #1 prime grade. Size either 2" x 6" or 5/4" x 6"
 - b. Plastic decking - high-density polyethylene (HDPE) continuous construction plastic. Size either 2" x 6" or 5/4" x 6" HDPE from 100% recycled plastic.
 - c. Or other, as approved by owner
- H. Frame sections are to be adjustable and leveling. Height adjustments are to be constrained with a 3/8 set bolt and 2-1/4 self-tapping screws per leg.
- I. All boardwalk surfaces are to be ADA compliant.

- J. Acceptable Manufacturer:
- a. **Wickcraft Company, Inc.**
2317 Daniels Street
Madison, WI 53718
Phone: (608) 244-9177
 - b. **OR, Approved Equal, (See General Specification section 4.0).**

2.02 WALKWAY

- A. Walkways assembled from prefabricated modular sections approximately 74.5” long by varying widths per plan. Each modular section consists of a frame and deck section that are pre-fabricated according to project specifications and ready to install upon delivery. Frames are pre-fabricated galvanized structural steel and supported by (non-penetrating adjustable legs or specified pile).
- B. Complete deck panels are pre-fabricated from (2”x6” deck boards or other as specified).
- C. (If used) Each adjustable leg, two per frame section, consists of a steel leg sleeve and steel leg plate that rests on a variable sized pan-foot based on specific ground bearing capacity. No ground penetration is necessary, while supporting a live load capacity of 100 lbs/sq. ft.
- D. (if used) Each pile leg, two per frame section, meets or exceeds pile design specification. Installed piles must support a live load capacity of 100 lbs/sq. ft.

2.03 POSI® SYSTEM

- A. POSI-LOC® System - Frames are connected to each other using the patent pending Posi-Loc® System, a system that makes Adjustable Leg Walkways simple and high cost effective to install.
 - a. The Posi-Loc® System consists of two sets of complementary lugs; a male set on the back end of an installed frame and a female set on the front of a frame being added to the walkway.
 - b. Once two frames are connected to each other with the Posi-Loc® System, the hinged connection point provides the strength and stability of one contiguous system. Yet the hinged connection is flexible enough to follow the contours of the terrain and to accommodate terrain changes during freeze/thaw cycles. The Posi-Loc® System also allows a top down installation method in which crews can use an installed, modular walkway section as a platform for moving materials and installing the next section. This decreases installation time while protecting sensitive terrain.
- B. POSI-TRUS® System – Frame section headers are each supported by a two truss systems to provide redundancy for frame-to-frame deflection. Truss plates are made from ¼ HSS, A36 structural steel.

2.03 WARRANTY

- A. Workmanship of the frames is warrantied against defect for the life of the boardwalk. During this period, if the product is covered by the warranty and fails under normal use, manufacturer will repair or replace at original owners’ discretion. The decking and other non-frame elements of the boardwalk are excluded. “Lifetime” is defined as the lifetime of the product in use.

- B. Material warranty of all non-boardwalk frame material is that of the original manufacturer. Non-boardwalk material includes but is not limited to decks, handrail, curb rail, benches, or other fixtures.

3.00 ERECTION

- A. The Owner or owners contractor shall be solely responsible for all installation permits, safety, and environmental concerns.

4.0 Pre-Selection and Approval

- A. Boardwalk supplier, the design and materials must be pre-selected and listed as such prior to the completion or issuance of the project drawings at a level of 60% completeness.
- B. Boardwalk supplier, the design and materials must be pre-approved and listed as such prior to the completion or issuance of the project drawings at a level of 60% completeness.

-----Or-----

4.0 Qualified Equals

- A. Boardwalk materials, suppliers, and design must be submitted to address below no less than ten (10) days prior to bid close date. The use or substitution of a qualified equal boardwalk supplier, design, or material must be pre-approved prior to submitting bid and satisfy all pre-qualification criteria below.

B. Pre-Qualification Criteria Submittal

- I. Contractor/Supplier shall show evidence of at least five (5) years experience or evidence of comprehensive experience in their construction discipline and (3) years management experience of their respective business or related managerial equivalent experience.
- II. Contractor/Supplier shall list the last five (3) construction projects completed including the names, addresses, and phone numbers of project contacts. Provide a brief description of each project and their respective contract amount.
- III. Contractor/Suppliers shall furnish names and telephone numbers of at least two (2) employees with the authority to take necessary corrective actions in the event of an emergency to be readily available on a 24-hour emergency basis and can respond within two hours.
- IV. Contractor/Suppliers shall provide a resume or documentation that demonstrates experience of all managerial and supervisory personnel involved in the performance, design and fabrication product.
- V. Contractor/Supplier shall provide an inventory of trade specific equipment owned and show evidence of equipment and facilities necessary to perform the work.
- VI. Contractor/Supplier shall furnish address of the nearest service office and/or warehouse facility.

- VII. Contractor/Supplier shall provide evidence of five (5) years of financial stability. Submittals can be the most recent audited financial statement, current balance sheet, annual report, or a letter of credit from the Contractor/Supplier's bank which includes the duration of professional relationship, lending experience, and average balance.

BID Proposal Form

- 1.01 BID SUBMITTED BY:

_____ (Proposer)

DATED: _____

- 1.02 DELIVER TO:

Centerville-Washington Park District (Washington Township Park District)
221 N. Main Street
Centerville, Ohio 45459

- 1.03 Having viewed the Drawings and read the Specifications for the Project entitled:

PRE-FABRICATED BOADWALK SYSTEM

and having also received, read and taken into account the following Addenda:

Addendum No. _____, dated _____ N/A _____;

Addendum No. _____, dated _____ N/A _____;

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications (if any) and/or as shown on the said Drawings for all work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications (if any) and Drawings.

- 1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice, Instructions to Bidders, Bid Form, Project Specifications (if any), the Project Schedule (if any). Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

- 1.05 **COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute the Agreement in the form included in the Contract Documents and to substantially complete its work as required by the Contract Documents.
- 1.06 **BID:** All items of work for the contracts listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted.
- 1.07 **INSTRUCTIONS FOR SIGNING**
- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
 - B. The person signing for a partnership must be a partner or his authorized representative.
 - C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
 - D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.
- 1.08 **BIDDER CERTIFICATIONS.** The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:
- 1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
 - 2. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
 - 3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
 - 4. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in the Bidder's Affidavit are true and correct, to the best of the Bidder's knowledge and information.

5. The Bidder will execute the Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Instructions to Bidders.
6. The Bidder certifies that the upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. The Bidder agrees to furnish any information requested by the Design Professional, Owner or the Owner's authorized representative to evaluate that the Bidder is responsible and that the bid is responsive to the specifications.
8. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

NOTE: The Bidder should review the Contract Documents and the site and conditions under which the Work will be performed so that they can give the acknowledgments contained above.

1.09 **Company Profile:**

Number of years in business: _____
 Number of Full-Time Employees: _____
 Total Sales:
 2019 _____
 2018 _____
 2017 _____

1.10 **References: (Provide a minimum of three)**

1. Company Name: _____
 Address: _____
 Contact Name: _____
 Phone Number: _____
 Date/type of service: _____
 Email: _____
2. Company Name: _____
 Address: _____
 Contact Name: _____
 Phone Number: _____
 Date/type of service: _____
 Email: _____
3. Company Name: _____
 Address: _____
 Contact Name: _____
 Phone Number: _____
 Date/type of service: _____
 Email: _____

LEGAL COMPANY NAME OF PROPOSER: _____

NAME OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

(print)

SIGNATURE: _____

TITLE: _____

ADDRESS: _____ PHONE: _____

_____ FAX: _____

EMAIL ADDRESS: _____

FEDERAL TAX ID NO. _____

DATE SIGNED _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name

Address

Name

Address

END OF BID PROPOSAL FORM

EXHIBIT A: Proposal Form: (A separate, fillable, spreadsheet is provided as a supplemental document to aid you with preparing the Bid Proposal Form).

Bid Proposal Form- Exhibit A

Pre-Fabricated Boardwalk					
Manufacturer/ Company Name	Boardwalk frame material	Deck Width/ Feet	Deck Material	Unit cost per ft	Unit cost per 100 ft
	Pick one from drop down	6	Southern Yellow Pine (SYP)	\$ -	\$ -
		6	HDPE		
		6	Other (Please specify)		
		8	Southern Yellow Pine (SYP)		
		8	HDPE		
		8	Other- (Please specify)		