



Scope of Work for Replacement of Exterior Doors, Door Frames, Locking Systems and All Associated Hardware, At Vandalia Fire Station 2, 725 South Brown School Road, Vandalia, Ohio 45377

For The:

City of Vandalia Division of Fire  
8705 Peters Pike, Vandalia, Ohio 45377  
(937)898-2261

**Bids Due By: 10:00 a.m. on January 29, 2018**

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## LEGAL ADVERTISEMENT

The City of Vandalia, Montgomery County, Ohio, will receive sealed proposals for the removal and replacement of four (4) exterior steel entry doors, frames, keypad entry systems and all associated hardware at Vandalia Fire Station 2, located at 725 South Brown School Road, Vandalia, Ohio, 45377 until 10:00 a.m. on Monday, January 29, 2018, at the office of the Fire Chief, 8705 Peters Pike, Vandalia, OH 45377. A formal public bid opening will be held at 10:00 a.m. on Monday, January 29, 2018, in the Fire Administration Office located at:

Vandalia Fire Station 1  
8705 Peters Pike  
Vandalia, Ohio 45377.

Copies of the scope of work are on file and may be obtained at the office of the Fire Chief at the above address. Any inquiries should be directed to Chad E. Follick, Fire Chief at (937) 898-2261.

Each proposal shall be signed by the full name and address of the company submitting the bid, and envelopes containing the bids shall be sealed and marked on the lower left hand corner " Station 2 Exterior Door Project"

The proposals shall be made on forms provided in this specification packet by the City of Vandalia or on a copy thereof. Proposals exceeding \$10,000 shall be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid submitted made payable to the City of Vandalia.

The City reserves the right to reject or accept any and all bids, to waive any informality in the bidding, and to enter into a contract with the bidder who, in their consideration, offers the lowest and/or best proposal.

The City of Vandalia has a desire to award contracts, involving City concerns and funded by City money, to individuals and businesses that are located within the City of Vandalia. Where a preliminary analysis of the bids identifies a bid from a Vandalia individual or business, city council may give preference to the Vandalia bid and award the contract to the Vandalia bidder when:

- i. Such bid is within 5% of the lowest bid price (for a low bid of \$50,000 or less) or within 2% of the lowest bid price (for a low bid price over \$50,000), and
- ii. But for the bid price, the Vandalia bid would otherwise be considered the lowest and best bid by the City in its normal evaluation procedures in deciding whether or not to award the contract.

Jon Crusey  
City Manager

**To Be Advertised:      January 11, 2018  
   January 18, 2018**

## INSTRUCTIONS TO BIDDERS

Sealed proposals for the removal and replacement of four (4) steel exterior entry doors, frames, keypad entry systems and all associated hardware at Vandalia Fire Station 2, located at 725 South Brown School Road, Vandalia, Ohio, 45377 until 10:00 a.m. on Monday, January 29, 2018, at the office of the Fire Chief, 8705 Peters Pike, Vandalia, OH 45377. A formal public bid opening will be held at 10:00 a.m. on Monday, January 29, 2018, in the Fire Administration Office located at:

Vandalia Fire Station 1  
8705 Peters Pike  
Vandalia, Ohio 45377.

Envelopes containing a bidder's proposal shall be signed with the full name and address of the company submitting the bid and envelopes containing the bids shall be sealed and marked on the lower left hand corner "Station 2 Exterior Door Project" and addressed to:

City of Vandalia Division of Fire  
Attn: Chad E. Follick, Fire Chief  
8705 Peters Pike  
Vandalia, OH 45377

Said specifications are on file at the office of the Fire Chief, 8705 Peters Pike, Vandalia, Ohio. Said specifications are open to public inspection during all reasonable business hours until the time fixed herein for the closing of bids.

Said bids must be made on forms prepared and furnished by the City of Vandalia.

The purpose of these specifications is to indicate certain minimum requirements. It is intended that the purchaser will select the proposal which best meets his anticipated needs and use, based on initial cost, maintenance and repair, possibility of obsolescence, ease of operation, net ultimate cost, delivery date, guarantee, and supplier's ability to furnish replacement parts.

The City of Vandalia reserves the right to reject any or all bids and to waive any informalities or irregularities in bids.

The City of Vandalia has a desire to award contracts involving City concerns and funded by City money, to individuals and businesses that are located within the City of Vandalia. Where a preliminary analysis of the bids identifies a bid from a Vandalia individual or business, city council may give a preference to the Vandalia bid and award the contract to the Vandalia bidder when: (i), such bid is within 5% of the lowest bid price (for a low bid of \$50,000 or less) or within 2% of the lowest bid price (for a low bid price over \$50,000), and (ii), but for the bid price, the Vandalia bid would otherwise be considered the lowest and best bid by the City in its normal evaluation procedures in deciding whether or not to award the contract.

Proposals exceeding \$10,000 shall be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid submitted made payable to the City of Vandalia.

The party to whom the contract is awarded will be required to execute the contract and give a surety bond in a sum equal to one hundred percent (100%) of the total amount of the contract within five (5) days, not including Sundays or legal holidays, from the date of mailing the notice from the City to the bidder (according to the address given by him) that the contract is ready for signature.

In case the party to whom the contract is awarded shall fail or neglect to execute the contract and furnish a satisfactory bond within the time specified, the City may determine that the Bidder has abandoned the contract, and thereupon, the proposal and acceptance will be null and void. The bid bond shall be forfeited to be retained by said City as liquidated damages for such failure or neglect and to indemnify the City for any loss which may be sustained by the failure of the Bidder to execute the contract and furnish bond as aforesaid.

## SCOPE OF WORK/SPECIFICATIONS

### I. GENERAL

#### A. GENERAL

It is the intent of these specifications to describe the removal and replacement of four (4) exterior entry doors, frames, keypad entry systems and all associated hardware at Vandalia Fire Station 2. **WRITING AS AN EXCEPTION BY THE BIDDER IN THEIR BID. THE BID MAY BE REJECTED BECAUSE OF AN UNACCEPTABLE DEVIATION.**

#### B. WORK

The term "Work" includes all labor, materials, equipment and services required of the CONTRACTOR, as shown, described or inferred in the Contract Documents.

The CONTRACTOR is only to use its own forces or OWNER approved sub-trades to undertake the Work. The CONTRACTOR may not sub out further work without the prior written consent of the OWNER, and at the complete discretion of the OWNER.

#### C. WORK, LICENSES, PERMITS AND INSPECTIONS

The CONTRACTOR agrees to do all work in accordance with the manufacturer's recommendations, approved plans, specifications, and performance standards and in accordance with good building practice, following any/all municipal, state and federal laws and codes pertaining thereto and to the satisfaction of the OWNER.

The CONTRACTOR further agrees to obtain all permits required in connection with their work.

The CONTRACTOR will provide the OWNER with advance notice of the time and the dates for any scheduled inspection(s).

Insurance Requirements – Contractors shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance - Coverage types shall include and be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, with limits no less than \$1,000,000 per occurrence for bodily injury, property damage, personal & advertising injury.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Ohio, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employers' Liability coverage must be endorsed on the Commercial General Liability policy.

Other Insurance Provisions - The policies are to contain or be endorsed to contain the following provisions:

1. **Additional Insured:** "The City of Vandalia, its officials, agents, employees and volunteers" are to be covered as Additional Insureds on the Commercial General Liability and Automobile Liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor.
2. **Primary Coverage:** For claims related to this project, the Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Waiver of Subrogation – Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to secure endorsements necessary to effect this waiver of subrogation.

Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage - The Contractor shall furnish the City with **Certificates of Insurance** and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required herein. All certificates and endorsements shall be received by the City before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

The Contractor and all Subcontractors shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensation during the Contract term.

Non-renewal, Cancellation, or Material Change of Coverage. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City.

#### D. GENERAL SITE MAINTENANCE

1. The CONTRACTOR agrees to maintain cleanliness of the OWNERS property and shall clean up, remove, and dispose of all debris associated with this work.
2. All work, including start-up of equipment, is to be performed during regular working hours (8a.m. to 6p.m.). After hours, work will be coordinated with and approved by the OWNER.

3. It is the intent of this contract that all work performed by the CONTRACTOR is to be complete and functional in all respects meeting all applicable codes and requirements and to the final approval of local governing authorities having jurisdiction;
4. The CONTRACTOR is responsible for protecting the work of other trades from any damage caused by his own work forces;

#### E. GENERAL RESPONSIBILITIES

1. The CONTRACTOR is responsible to familiarize himself with the site and point out any potential problems with the job before starting the job.
2. The awarding of this Contract shall be based on the assurance that adequate, qualified manpower will be provided to carry out this scope of work, and work will be commenced and completed as per the Contract.
3. The CONTRACTOR shall provide additional labor, for overtime and weekend work as required from time to time to comply with Project Schedule, and at no additional cost to the OWNER.
4. The CONTRACTOR shall cooperate with other trades to ensure a smooth and safe flow of work.
5. The CONTRACTOR shall comply with all requirements for safety procedures, reports, and meetings in accordance with applicable regulations, bylaws, and safety programs.
6. The CONTRACTOR agrees that the OWNER is not responsible for fire, theft, loss and/or vandalism of any of the CONTRACTOR's tools, equipment, materials, supplies and/or work in progress.
7. The CONTRACTOR shall acknowledge that the CONTRACTOR's quotation shall form part of this Contract, as a reference only and that should there be any conflict between the terms and conditions of this contract and the CONTRACTOR's quotation, the Contract terms and conditions shall apply.

#### II. DOOR SPECIFICATIONS

- A. The CONTRACTOR shall supply all required steel jambs, steel doors, windows complete with all required hardware including but not limited to locks, self-closers, stops, sweeps, weather stripping, etc. for Vandalia Fire Station 2, 725 South Brown School Road, Vandalia, Ohio, 45377, as per the CONTRACTOR'S quotation and in accordance with all applicable codes and regulations.
- B. The CONTRACTOR shall carry out all work in accordance with the requirements and under the direction of the OWNER's consultants. It is the responsibility of the CONTRACTOR to familiarize himself with the requirements and regulations of the City of Vandalia.
- C. The CONTRACTOR confirms that he is an expert in this field of work and is fully knowledgeable and experienced in all aspects of procedures, methods, regulations, codes and municipal requirements and the CONTRACTOR further acknowledges that the OWNER is relying on this expertise.

- D. The work shall include, but shall not necessarily be limited to, the following:
1. Kitchen entrance (west side of building)- One (1) hollow frame metal door & frame w/ narrow clear vision window, including hinges, heavy duty exit device (panic hardware preferred), lever keypad (and trim), medium duty positive stop closer, threshold, and all weather sealing.
  2. West stairwell entrance- One (1) hollow frame metal door & frame w/ narrow clear vision window, including hinges, heavy duty exit device (panic hardware preferred), lever keypad (and trim), medium duty positive stop closer, threshold, all weather sealing, and drip cap.
  3. North side entrance- One (1) hollow frame metal door w/ narrow clear vision window, including hinges, heavy duty exit device (panic hardware is preferred), lever keypad (and trim), medium duty positive stop closer, threshold, and all weather sealing. Reuse the existing doorframe.
  4. East stairwell entrance- One (1) hollow frame metal door & frame w/ narrow clear vision window, including hinges, heavy duty exit device (panic hardware preferred), lever keypad (and trim), medium duty positive stop closer, threshold, all weather sealing, and drip cap.
  5. The OWNER would specify that the Kitchen, West stairwell entrance, and East stairwell entrance's locking devices be Best lock systems and prepared in accordance with the City of Vandalia standards.
  6. The North side entrance will not have an exterior locking system installed, simply a door handle or knob (reuse of current hardware is an option for this door, and this door only).
  7. The Kitchen, West stairwell, and East stairwell entrances will have electronic keypad (and trim) entry devices installed on the exterior.
  8. CONTRACTOR shall repair any plaster, dry wall, STUCCO, or flooring damaged by installation of the doors/door frames.
  9. CONTRACTOR shall provide the OWNER with a "add alternate" cost for properly preparing and painting the doors and frames to match the existing exterior paint scheme (to be approved by the OWNER).
  10. CONTRACTOR shall provide the OWNER with a "add alternate cost to install glass or film over glass to window in new doors, intended on providing visibility from the inside out and from preventing someone on the outside from being able to see inside the Fire Station.



III. WARRANTY

- A. The CONTRACTOR shall provide materials that have at least a one (1) year manufacturer's warranty.
  - 1. This guarantee/warranty period shall commence following the possession of the specific unit by the OWNER.

IV. ACCEPTANCE & PAYMENT

Work will be accepted and payment will be authorized only after it is satisfactorily determined that the project is completed and that the work fully meets and complies with these City of Vandalia specifications and the purchase contract.

## BID FORM

To the City of Vandalia,

The undersigned, having full knowledge of the specifications and conditions of this proposal hereby agrees to supply and install four (4) steel exterior entry doors and frames at Fire Station 2, 725 South Brown School Road, Vandalia, Ohio 45377, and as specified by the Division of Fire. If such bid is accepted:

Description	Cost
Four (4) hollow frame metal doors & frames w/ narrow clear vision window, including hinges, heavy duty exit device (panic hardware preferred), lever keypad (and trim), medium duty positive stop closer, threshold, and all weather sealing.	\$

<b>Add Alternate:</b>	Bid to properly prep and paint the doors and doorframes to match current exterior paint scheme.	\$
<b>Add Alternate:</b>	Bid to install security glass or film over glass in windows of new doors.	\$

- Bid conforms to specifications provided.
- Bid does not conform to the specification provided; a deviation letter **MUST** be attached to bid.

Terms: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Delivery: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Proposal Date: \_\_\_\_\_

**PERSONAL PROPERTY TAX AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

The undersigned, \_\_\_\_\_ being first duly sworn, deposes and says that I am \_\_\_\_\_ (sole owner, partner, president, secretary, etc.)

of \_\_\_\_\_

the party making the foregoing Bid and the party awarded the Contract by the Owner. Furthermore, I hereby affirm under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the Bid was submitted, the above party (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Montgomery County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Montgomery County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. In such case, a copy of this statement shall be transmitted by the Director of Finance to the County Treasurer within 30 days of the date it is submitted.

Delinquent Personal Property Tax	\$ _____
Penalties	\$ _____
Interest	\$ _____

Signed:

\_\_\_\_\_

Title

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

## HOUSE BILL 694

"Under House Bill 694, effective April 4, 2007, no political subdivision may enter into a contract in excess of \$10,000 unless the contract includes a certification that the provider of goods or services under that contract is in compliance with House Bill 694.

\_\_\_\_\_ (Insert Name of Bidder) hereby certifies that all of the following persons, if applicable, are in compliance with division (I)(1) of House Bill 694: (a) The individual if the contract is with an individual; (b) Each partner or owner if the contract is with a partnership or other unincorporated business; (c) Each shareholder if the contract is with an association; (d) Each administrator if the contract is with an estate; (e) Each executor if the contract is with an estate; (f) Each trustee if the contract is with a trust; (g) Each spouse of any person identified in section a-f above; (h) Each child seven years of age to seventeen years of age of any person identified in section a-f above; (i) Any combination of persons identified in sections a-h above; (j) Each owner of more than 20% of the corporation or business trust if the contract is with a corporation or business trust; (k) Each spouse of any person identified in section j; (l) Each child seven years of age to seventeen years of age of any person identified in section j above; (m) Any combination of persons identified in sections j-l above." (House Bill 694, which became effective on April 4, 2007, provides that a City may not award a contract to purchase goods or services of more than \$10,000 to a provider if that provider made certain political contributions to a City Council member in the two calendar years prior to the year in which the contract is awarded. Further, prior to entering into a contract in excess of \$10,000 a City must obtain a certification that the provider of goods or services under that contract is in compliance with House Bill 694).