

INSTRUCTIONS TO BIDDERS

To be considered, bidders must comply with the following instructions:

CONTRACT DOCUMENTS

Information, copies of drawings, specifications, proposal forms, and other contract documents may be examined or obtained at the following locations:

Wood County Board of Developmental Disabilities
Entrance F
1921 East Gypsy Lane Road
Bowling Green, Ohio 43402
Phone: 419-353-1625

OR:

The Owner's website www.woodlane.us. Click on "Dectron Unit Replacement".

EXAMINATION OF PREMISES

Bidder shall examine the premises thoroughly to ascertain all conditions that will affect the execution of the work. Failure to do so will not subsequently relieve the successful bidder from full responsibility for the prompt and complete execution of the work in a proper manner and in full compliance with the contract documents. No allowances will be made, nor will extra compensation be authorized for difficulties encountered by the Contractor in the performance of the work due to failure to properly appraise conditions prior to submitting their bid.

PROPOSALS

Proposals shall be made unaltered on Proposal Forms furnished with the contract documents. Proposals shall be signed with name typed below signature. Where bidder is a corporation, proposal must be signed 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.

Submit proposals in duplicate in a sealed envelope. Identify the envelope with the name of the project, name of the bidder, bid date, and bid time. The sealed envelope shall be labeled as noted below, and mailed or delivered to the office of:

Wood County Board of Developmental Disabilities
1921 East Gypsy Lane Road
Bowling Green, Ohio 43402
Attn: Scott McKeown, Health and Safety Coordinator
Re: "Dectron Unit Replacement"

MODIFICATION AND/OR WITHDRAWAL

Proposal may not be modified after submittal. Bidders may withdraw proposals at any time before the bid opening but may not resubmit them. Proposal shall state that the Bids are valid in total for a period of not less than sixty (60) days from the date of the opening.

DISQUALIFICATION

The Owner reserves the right to reject or disqualify any or all proposals.

AWARD

It is the intent of the Owner to award the contract on the basis of the lowest and best bid, taking into consideration price and qualifications of bidder and quality of materials and equipment. The Owner reserves the right to waive any informalities or to reject any or all bids.

OPENING

Proposals will be opened as announced in the Notice to Bidders.

BID GUARANTEE BOND

Each bid shall be accompanied by a Bid Guaranty Bond, certified check or cashier's check in the amount of 10% of the total bid submitted as a guarantee to the Board that the bidder will enter into a bona fide contract.

In the event the Contractor fails to enter into a proper contract, the amount of the contractor's guarantee will be forfeited to the Owner as liquidated damages.

LAWS AND PERMITS

The bidder shall familiarize himself with all Federal, State, EPA, and local laws, ordinances and regulations which in any manner may have an effect on the work. All other fees for other permits, inspections, reviews and licenses, shall be included in the amount of the base bid.

PERFORMANCE BOND

The successful bidder shall be required to provide a Performance Bond and Labor and Material Payment Bond in an amount not less than 100% of the total contract amount, conditioned on the faithful performance of the contract, the completion of the work within the time specified and prompt payment of all persons furnishing labor and materials as necessary for all work. Each proposal must be accompanied by a Bid Bond in the amount of 10% of the bid or a Certified Check in the sum of 10% of the proposal amount.

INSURANCE

Insurance shall be furnished by the contractor in the types and amounts specified in the General Conditions, including Workmen's Compensation, property damage and public liability insurance.

COPIES OF CONTRACTS, BONDS AND INSURANCE

Two executed copies of the contract, bonds and insurance will be required by the Owner.

TIME OF COMPLETION

Owner has scheduled annual pool shut down. Anticipated commencement and completion of project is between June 10, 2019 and August 16, 2019. Demolition and removal of current system shall not begin until the replacement system and components are delivered and prepared for installation. Total project is estimated to take two weeks.

SALES TAX

The project is tax exempt. The Contractor shall confer with Scott McKeown, Health & Safety Coordinator, who will provide information on sales tax exemptions.

GUARANTEE

In addition to all guarantees required by project documents, all work furnished and performed under this contract shall be guaranteed against any and all defects in workmanship or materials for a minimum period of one (1) year following the date of acceptance of the work by the Owner. Under this guarantee, the Contractor agrees to make good without delay at their own cost and expense any failure of any part of the work due to faulty materials, construction or installation, or to failure of any equipment to perform successfully all work put upon it within the limits

of the specifications and further make good any damages to any part of the work caused by such failures. he Wood County Board of Developmental Disabilities.

END OF INSTRUCTIONS TO BIDDERS

Name of Bidder _____

BID FORM

Project: **Wood Lane Dectron Unit Replacement**
1921 East Gypsy Lane Road
Bowling Green, Ohio 43402

Having read and examined the Contract Documents, including without limitation the Drawing and Specifications, for the above referenced project, the undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums. Refer to specifications for summary of work.

ITEM 1. DECTRON UNIT REPLACEMENT: BASE BID

ALL LABOR AND MATERIALS for the sum of \$ _____

Sum in Words: _____

It is understood and agreed that all Work to be performed under the Contract shall be completed with the established Project time unless an extension of time is granted by the Owner in accordance with the Contract Documents.

OBLIGATIONS: Upon notification of the acceptance of this Proposal, the Undersigned agrees to execute a contract for the above work, for the above-stated compensation. The Undersigned further agrees, if awarded the contract, to execute and deliver to the Owner within five (5) business days after the signing of the contract, satisfactory bonds, in the form of 100% "Performance Bond", according to the laws of the State of Ohio governing this construction work.

The Undersigned hereby agrees:

1. That all the Work and improvements as specified in the Contract Documents shall be completed on or before **August 16, 2019**. Upon completing the Agreement Between Owner and Contractor, required Documents (bonds, insurances, etc.) shall be submitted as stated herein.

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and are not mere recitals:

1. 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 is base upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, become familiar with the local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.

Name of Bidder _____

4. During the performance of the Contract, the Bidder agrees to comply with OAC Chapters 123:2-3 through 123:2-9 and agrees to incorporate the provisions, contained in the Governor's January 27, 1972 Executive Order into all subcontracts on the Project, regardless of tier. The Bidder understands the State Equal Opportunity Center may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Opportunity Employment in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
5. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's organization, under the 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, for Unit Prices or Alternate bid with any other Bidder; (b) such Base Bid, Unit Prices and any Alternate Bid with any other 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 individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
6. Bidder will enter into and execute the Contract with the Owner, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute a Contract for any reason, other than as authorized by Section 9.31, ORC, or Section 153.54(G), ORC, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Instructions to Bidders.
7. Bidder certifies that upon the awards of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Owner property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the Bidder.
9. Bidder agrees to submit the following submittals, within ten (10) days of the date of the Notice to Award, for execution of the Contract:
 - 9.1 Ohio Workers' Compensation Certificate;
 - 9.2 Certificate of Insurance (ACORD form is acceptable) and a copy of additional insured endorsement.

Name of Bidder _____

If the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form. All signatures must be original.

PRESIDENT'S NAME: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Email: _____

Where Incorporated: _____

Federal Identification Number: _____

Contact Person for Contract Processing: _____

END OF SECTION

EQUAL OPPORTUNITY COMPLIANCE DECLARATION

The following must be filled out completely and returned with Bid Documents:

**Wood Lane Dectron Unit Replacement
1921 East Gypsy Lane Road
Bowling Green, Ohio 43402**

It is the policy of the Wood County Board of Developmental Disabilities that equal employment opportunity ne afforded to all qualified persons without regard to race, religion, color, sex and national origin.

In support of this policy _____ will not discriminate against any employee or applicant for employment because of race, religion, color, sex and national origin.

_____ will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex and national origin. Such action will include but not be limited to:

Recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training, including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

The undersigned contractor states that he is aware and agrees to abide by the:

1. Presidential Executive Order 11246
2. Ohio Revised Code Selections 4112.02; 153.591; 125-591; 153-60.
3. Civil Rights Act of 1964 & 1968 and Federal Civil Rights Law.

The undersigned further acknowledges that if the construction contract is awarded to the undersigned, that the undersigned will abide by the Affirmative Action Plan which the undersigned has presented or will present as a part of the contract documents; that the undersigned will also timely file complete reports and payroll data required by the Owner concerning minority hiring. The undersigned further understands, acknowledges and agrees, that if the undersigned or any of the agents, employees, or subcontractors of the undersigned hired under the contract fails to maintain and comply with approved Affirmative Action Plan, or fails to file reports and data required concerning minority hiring, or upon the failure to comply with any of the Equal Opportunity Laws described in items 1 through 3, inclusive above, then such failure shall be deemed a material breach of the contract; and that the Owner may, in addition to any other action which it may deem appropriate to take as a result of the breach In its discretion.

- (a) Withhold payments due the undersigned until there is compliance.
- (b) Stop the work on the construction project.
- (c) Pursue such other remedies as the said Owner may have with respect to the project.

(Name of Company)

(Signature of Company Official)

(Date)

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID FORM

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES PER O.R.C. #5719.042**

STATE OF OHIO)
) SS:
COUNTY OF WOOD)

TO:

The undersigned, being first duly sworn, having submitted a bid for:

**Wood Lane Dectron Unit Replacement
1921 East Gypsy Lane Road
Bowling Green, Ohio 43402**

hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Sworn to me and subscribed in my presence this _____ day of _____ 2019

Notary Public – State of Ohio

Commission Expires _____

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID FORM

WAGE RATES

1.1 PAYMENT OF PREVAILING WAGE RATES

- 1.1 The Contractor shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce, Wage and Hour Bureau to laborers and mechanics performing Work on the Project.
- 1.2 The Contractor shall comply with the provisions, duties, obligations, and is subject to the remedies and penalties of Chapter 4115, ORC.
- 1.3 The Contractor shall submit all payroll reports in compliance with the requirements of Article GC 18 for all of the employees of the Contractor and of the Contractor's Subcontractors.
- 1.4 The Bidder shall base its bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau for the Project as provided in Section 4115.03 through 4115.14, ORC.

2.1 PREVAILING WAGE RATE REVISIONS

- 2.1 The Department shall, within seven (7) business days after receipt of a notice of a change in the prevailing wage rates, notify the Contractor of this change. The prevailing wage rates are available at the Ohio Department of Commerce's website: <http://www.com.state.oh.us>
- 2.2 The Contractor shall pay any revised wage rate issued during the term of the Contract.