

FORM OF PROPOSAL

Project Name: Shaker Heights Public Library Main Branch Elevator Modernization & Maintenance / Service Program

Submitted By: _____

Date: _____

Having read and examined the Request for Proposal prepared by Shaker Heights Public Library for the above referenced Project, the undersigned Bidder hereby proposes to perform all work for the applicable contract, including furnishing labor, supervision, tools, equipment, supplies and services as specified and described in the documents for the work for the following sum:

Bid Item No. 01: Elevator Modernization

Base Bid: \$ _____

Sum in Words: _____

Bid Item No. 02: Maintenance / Service Program

Monthly Fee: \$ _____

Sum in Words: _____

Total for Twenty-Four (24) Months: \$ _____

Sum in Words: _____

Addenda:

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum ____: Date: _____

Addendum ____: Date: _____

Addendum ____: Date: _____

BIDDER'S CERTIFICATION

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

1. The Bidder has read and understands the Request for Proposal 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 understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance, or delay that is not caused by the Owner or its agents and employees. The Bidder agrees that any such interference, disruption, or hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the Owner for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
3. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority 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 Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
4. The Bidder certifies that upon the execution of the Contract Form, the Subcontractor shall be enrolled in good standing in the Ohio Bureau of Workers' Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or an OBWC-approved DFWP throughout the entire Project, in accordance with ORC Section 153.03– 153.031, including placement of its employees in a pool with a random drug testing rate of at least 5%. The Bidder acknowledges the responsibility to require all Subcontractors to be enrolled in good standing in the OBWC DFWP or an OBWC-approved DFWP that meets the requirements specified in ORC Section 153.03 –153.031, including placement of its employees in a pool with a drug testing rate of at least 5%, prior to the Subcontractor providing labor at the Site.
5. The Bidder certifies that upon the execution of the Contract Form, 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, alcohol, or tobacco or abuse prescription drugs in any way.
6. The Bidder acknowledges that, by signing the Bid Form on the Bidder Signature and Information Form on the following page, it is signing the actual Bid and when submitted as a part of its bid packages, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
7. The Bidder agrees to furnish any information requested by the Owner to evaluate the responsibility of the Bidder.

8. The Bidder agrees to furnish the submittals required by the Owner for execution of the Contract within ten (10) days of the date of the Notice of Intent to Award or within ten (10) days of the post bid interview. The required submittals shall include but are not limited to Delinquent Personal Property Tax, Drug Free Safety Program Certification, Subcontractor/Material Supplier Form, EEO Certificate, BWC certification, and Schedule of Values.

9. Each Bid shall contain the name of every individual interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability corporation, 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.

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.

BIDDER SIGNATURE & INFORMATION

BIDDER'S NAME: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

Where Incorporated: _____

Federal Identification Number: _____

Contact Person for Contract Processing: _____

JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION

BIDDER'S NAME: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail Address: _____

Where Incorporated: _____

Federal Identification Number: _____

Contact Person for Contract Processing: _____

END OF DOCUMENT

Document 00 43 13 - Bid Security Form

State of Ohio Standard Requirements for Public Facility Construction

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____, as Principal,
and _____ as Sureties,
are hereby held and firmly bound unto _____
_____ as Oblige(e)s, in the penal sum of the dollar amount of the Bid submitted by the Principal
to the Oblige(e) on _____ (date) to undertake the Project known as:

Project Number: _____

Project Name: _____

Contract Description: _____
(e.g., General Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Oblige(e), incorporating any additive alternate Bids made by the Principal on the date referred to above to the Oblige(e), which are accepted by the Oblige(e). In no case shall the penal sum exceed the amount of dollars (\$_____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced Project;

NOW, THEREFORE, if the Oblige(e) accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Oblige(e) the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Oblige(e) may in good faith contract with the Bidder determined by the Oblige(e) to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Oblige(e) does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Oblige(e) the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige(e) accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Oblige(e) against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Oblige(e) herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being

expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this _____ day of _____, _____.

PRINCIPAL:

x _____

By: _____

Title: _____

SURETY:

x _____

By: _____

Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number

END OF DOCUMENT

FORM OF NONCOLLUSION AFFIDAVIT

State of Ohio)
)SS
County of _____)

Bid Identification:

Contractor _____

being first duly sworn, deposes and says that he/she is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

Subscribed and sworn to before me this

_____ day of _____, 20 _____

Seal of Notary
