Document 00 41 13 - Bid Form (General Contracting Project)
State of Ohio Standard Requirements for Public Facility Construction

Sealed bids will be received by **Lakeland Community College** at 7700 Clocktower Drive, Kirtland, Ohio 44094 for:

Project TK26SEP30
"Breakers" Food Service Renovation

at

Building A, Second Floor, Business Services Office,
Attn: Tom Kirchner and Gwen Sevits
7700 Clocktower Drive
Kirtland, Lake County

for the

Lakeland Community College

The time for Substantial Completion of all Work is **205** consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package 101 – GENERAL CONTRACT

ALLOWANCES (Include Allowance amounts in the Base Bid below. The Contractor's Fee and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowances are included in the Base Bid and not in the Allowance.)

Item	Description	Amount
Allowance A-1	**Owner's Construction Contingency**	$100,000

BASE BID (Including Allowances and Subtotal of Unit Price Extensions above):

ALL LABOR AND MATERIALS, for the sum of $_____

Sum in words: _____

_____ and _____ /100 dollars.

Alternate 1, First floor dining area millwork (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: $ _____

Sum in words: _____ and _____ /100 dollars.

Alternate 2, Paint existing metal ceiling (first floor) (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: $ _____

Sum in words: _____ and _____ /100 dollars.

Alternate 3, Gypsum soffit and column wrap (first floor) (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: $ _____

Sum in words: _____ and _____ /100 dollars.

Alternate 4, Specialty film on Servery and Coffee Station ceilings (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: $ _____

Sum in words: _____ and _____ /100 dollars.

Alternate 5, Second floor dining area millwork, gypsum soffit, and metal ceiling paint (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: $ _____

Sum in words: _____ and _____ /100 dollars.

Alternate 6, Acoustic panels at SW first floor dining wall (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: $ _____

Sum in words: _____ and _____ /100 dollars.

Alternate 7, SV-1 flooring and associated floor prep in Servery (Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: $ _____

Sum in words: _____ and _____ /100 dollars.

-- remainder of page left blank intentionally --

BIDDER AFFIRMATION AND DISCLOSURE

Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, that it has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal business location of Contractor:

(Contractor Address)	(City, State, Zip)

Name / Principal location of business of Subcontractor(s), if known at time of Bid Opening:

(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)

2. Location where services will be performed by Contractor (Project Sites):

(Address)	(City, State, Zip)
(Address)	(City, State, Zip)

Name(s) / Location(s) where services will be performed by Subcontractors (Project Sites):

(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)

3. Location where State data will be located by Contractor:

(Address)	(City, State, Zip)

Locations where State data will be located by Subcontractor(s), if known at time of Bid Opening:

(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)
(Subcontractor Name)	(Address, City, State, Zip)

Bidder also affirms, understands and agrees that Bidder and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Bidder or its subcontractors before, during and after execution of any Contract with the State. Bidder agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Bidder to perform the services outside the United States.

On behalf of the Bidder, I acknowledge that I am duly authorized to execute this Bid Form including this Bidder Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Bidder may enter into with the State and is incorporated therein.

COMMITMENT TO PARTICIPATE IN THE EDGE BUSINESS ASSISTANCE PROGRAM

Bidder: Mark only one option.
Use "✓" or "✗" to mark option included in Bid
If marking Option B, also show percentage of proposed participation.

___ **Option A**

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount,** calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully completed ***Bidder's Qualification Form***, including an ***EDGE Affadavit*** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option B (also indicate percentage -- see text)**

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* _____ **percent of the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed ***Demonstration of Good Faith*** form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully completed ***Bidder's Qualification Form***, including an ***EDGE Affadavit*** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option C**

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

BIDDER'S 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 proposed Contract Documents and agrees to comply with all requirements of the proposed 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 based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.

3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.

4. 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 State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor’s sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.

5. 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.

6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a 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, 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 shall 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 shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.

7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.

8. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.

9. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor’s employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. The Bidder acknowledges that it read all of the **Instructions to Bidders**, and in particular, **Section 2.10** - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.

11. The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer to evaluate the responsibility of the Bidder.

12. The Bidder agrees to furnish the submittals required by **Section 6.1** of the **Instructions to Bidders** for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.

13. When 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**.

14. When 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**.

15. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.

16. All signatures must be original.

-- remainder of page left blank intentionally --

BIDDER SIGNATURE AND INFORMATION

Bidder's Authorized Signature: _____

Please print or type the following:

Name of Bidder's Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

State of Incorporation: _____

Federal Tax ID Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____ / _____ / _____

Contact person for Contract processing: _____

President's or Chief Executive Officer's Name / Title: _____

JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION

Joint Venture Bidder's Authorized Signature: _____

Please print or type the following:

Name of Joint Venture Bidder's Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

_____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

State of Incorporation: _____

Federal Tax ID Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____ / _____ / _____

Contact person for Contract processing: _____

President's or Chief Executive Officer's Name / Title: _____

END OF DOCUMENT