

DOCUMENT 00 11 13
ADVERTISEMENT FOR BIDS

1.1 GENERAL

- A. The Owner of this Project is: The City of Sharonville
- B. The General Contractor for this Project is:
TBD
- C. The Architect for this Project is:
McGill Smith Punshon, Inc.
3700 Park 42 Drive, Suite 190B
Cincinnati, Ohio 45241
- D. Selected General Contractors are invited to submit a bid for the roof replacement of the building at 10900 Reading Rd., Sharonville, Ohio 45241.
- E. The Work of this project is generally described as a full roof replacement.
- F. Bids must be on a stipulated sum basis.
- G. Bids will be opened publicly (by the Owner) after the time set for submittal.
- H. The Owner requires Substantial Completion of the Work on or before 90 days of Notice to Proceed.
- I. Bids are required to be submitted under a condition of irrevocability for a period of 60 days after submittal.
- J. Submit Bids on the Bid Form provided.
- K. Refer to Document 00 21 13 - Instructions to Bidders for additional information regarding Preparation of Bids, Bonds and Guarantees, Method of Award, Substitutions, Alternates, Addenda, Interpretation, Tax Status, Date of Completion, Prevailing Wage, Owners Rights, Execution, Bid Modification, and Equal Employment.

1.2 BIDDING DOCUMENTS

- A. Bidding documents can be purchased through; ARC Document Solutions. Drawings are additionally available from ACI and Builder's Exchange

1.3 EXAMINATION OF SITE

- A. Bidders and sub-bidders shall contact the following individual to arrange for examination of the site:
Joe Kempe, City of Sharonville, 513-563-1177

1.4 PRE-BID CONFERENCE

- A. A pre-bid meeting will be held on **July 3rd, 2019 at 9:00 A.M. EST** at the project location, 10900 Reading Rd., Cincinnati, Oh 45241. Meeting room location will be held in the Council Chambers. Access to the existing roof will be by appointment only, refer to 1.3 EXAMINATION OF SITE.
- B. Bidders and sub-bidders are invited to attend.
- C. Representatives of the Owner and Architect will be in attendance.

END OF DOCUMENT

00 21 13
INSTRUCTIONS TO BIDDERS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 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, Owner-Contractor Agreement, General Conditions of the Contract for the Project, Special Conditions for the Project, Drawings, and Specifications. The Contract Documents, as defined in the Owner-Contractor Agreement and General Conditions, shall govern the relationship between the successful Bidder and the Owner upon execution of an Owner-Contractor 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 in the material and labor markets, 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 improvements in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
- D. Failure of a Bidder to attend the pre-bid meeting, which failure to attend results in the Bidder not fully being familiar with the existing conditions and Project Requirements, shall not be considered a basis for additional compensation to the successful Bidder for the Work.

2. OWNER and ARCHITECT

- A. The Owner is:

Name:	The City of Sharonville
Address	10900 Reading Rd Cincinnati, Ohio 45241
Phone Number	513-563-1177
Project Contact:	Mr. Joe Kempe

- B. The Architect is:

Name:	McGill Smith Punshon
Address	3700 Park 42 Drive, Suite 190B Cincinnati, Ohio 45241
Phone	513-759-3253
Project Contact:	Mr. Steve Stidham

3. PROJECT

The Project is roof replacement of the Sharonville Municipal Building based upon the construction documents prepared by the Architect.

4. ESTIMATED COST OF CONSTRUCTION, GENERAL CONDITIONS, AND ANY GENERAL CONTRACTOR FEES

BASE BID: The estimated cost for the work is \$ 255,000.00
ALTERNATE #1: The estimated cost for the work is \$ 185,000.00

5. CONTRACT DOCUMENTS

- a. Notice to Bidders
- b. Instruction to Bidders
- c. Bid Form
- d. Bid Guaranty and Contract Bond Form
- f. AIA Document A201 – General Conditions of the Contract for Construction
- g. AIA Document A305 – Contractor’s Qualification Statement
- h. AIA Document A101 – Standard Form of Agreement between Owner and Contractor
- i. Project Specifications
- k. Project Drawings

Contract Documents may be obtained at ARC Reprographics by contacting them at 513-326-2300 or at www.e-arc.com. The cost of obtaining sets of bidding documents is non-refundable and is the sole responsibility of the Bidder. ARC Reprographics will maintain the plan holders list. Bidding contractors must be on the list in order to receive addenda.

Drawings are additionally available from ACI and Builder’s Exchange.

Builders Exchange www.bxohio.com
ACI Plan Room – www.aci-construction.org

Bidders shall use complete sets of Bid Documents in preparing bids. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

The Owner or the Architect, in making the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

6. PRE-BID MEETING

A pre-bid meeting will be held on **July 3rd, 2019** at the project location, 10900 Reading Rd., Cincinnati, Oh 45241. Meeting room location will be held in the Council Chambers. Roof access will be by appointment only and schedule though Joe Kempe, Public Works Director 513-563-1177.

7. PREPARATION OF BIDS

- A. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
- 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 all 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 one (1) copy 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 and the title of the Project printed in the upper left-hand corner and addressed as follows: Sharonville Municipal Building Roof Replacement. Bids must be received at the designated location for the bid opening before **2:00 p.m. EST on July 17th, 2019.**
- F. The completed Bid Form shall be accompanied by the Bid Guaranty (see Section 9 below).
- G. 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 F above) have been included in a sealed opaque envelope addressed as described in Item E above.
 - 2. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction.
 - 4. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - (a) The Bidder
 - (b) The Surety or Sureties
 - 5. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Section 8 below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. Failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
 - 6. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

8. BONDS AND GUARANTEES

- A. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Bid Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives.

1. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.

- B. Contract Bond: The successful Bidder who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form Contract Bond included in the Bid Documents in an amount equal to 100% of the Contract Sum.

1. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

2. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.

3. Bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.

4. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

9. METHOD OF AWARD

- A. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but 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 the bids are being held.
- B. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The 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. 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 Lowest Responsible 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 responsible bid, taking into consideration accepted alternates. The Owner, in its sole discretion, will determine whether a bid or bidder is responsible. 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, in 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 responsibility, qualifications and financial ability of the Bidders, proposed distributors 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 any such evaluation to the Owner's satisfaction. The factors to be considered

by the Owner in making its determination as to whether a Bidder is a responsible bidder include the following as the Owner, in its discretion, deems appropriate; the Owner may give such weight to each factor 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 which 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 responsibility of the Bidder.

The Owner will consider the Bidder's prior experience on other projects of the Owner and Architect, 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 Architect.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals on projects on which the Bidder has worked and authorizes and requests such owners and design professionals 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 the employees of any of them as a result of or related to such candidate evaluation and such action is not successful, the Bidder will reimburse such owners and design professionals, 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 and design professionals, 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;
 - d. The Bidder's equipment and facilities;
 - e. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;
 - f. The Bidder's compliance with federal, state, and local laws, and regulations, including but not limited to the Occupational Safety and Health Act; and
 - g. The ability of the Subcontractors the Bidder intends to use on the Project to meet these same criteria.
 - h. 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 9.24; and/or
 - i. Depending upon the type of the Work, other essential factors, as the Owner may determine.
- D. Within three (3) business days after the Owner's receipt of the bids, the apparent low bidder will complete and submit to the Owner AIA Document A305, Contractor Qualifications Statement, and the information required by the supplement to AIA Document A305 included with the Contract Documents in the Project Manual, and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's responsibility. Additionally, upon request from the Owner, any other Bidder will promptly complete and submit to the Owner AIA

Document A305 and the information required by the supplement to AIA Document A305, and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's responsibility. A Bidder will submit any requested information within three (3) business days of the date of the request.

- E. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.
- F. By submitting its bid, the Bidder agrees that the Owner's determination of responsibility shall be final and conclusive, and that if the Bidder or any person challenges such determination in any legal proceeding and such challenge is not successful, the Bidder will reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the cost of collection.
- G. Within three (3) calendar days of the Owner's receipt of the bids or such longer time as may be permitted in writing by the Owner, the apparent low bidder will submit the following:
 - a. A list of all proposed Subcontractors, suppliers, and manufacturers.
 - b. A breakdown of labor and material for the Project, including the sum of each.

After approval by the Owner and Architect of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Architect.

- H. Affidavit as to Property Taxes. The successful Bidder will be required to submit, prior to the time of the entry into the Contract for the Work, 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 affidavit is included in the Contract Documents.
- I. No Bidder may withdraw its bid within sixty (60) days after the date the bids are opened.
- 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.

10. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

- A. Certain brands of material or equipment are specified in the Contract Documents. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when the bidder or the contractor seeks to have a different brand or material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein. Substitutions, however, shall not be considered in determining the lowest responsible bid.
- B. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
- C. Contractors wishing to obtain approval to bid non-specified products shall submit written requests to the Architect, a minimum of ten (10) working days before the bid date and hour. The Contractor shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the bidder proposing the substitution. The Architect's decision of approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- (1) Requests submitted by subcontractors, material suppliers, and individuals other than Prime Contractors;
 - (2) Requests submitted without adequate documentation;
 - (3) Requests received after the specified cut-off date.
- D. When the Architect approves a product submission before receipt of bids, the approval will be included in an Addendum and bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
 - E. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
 - F. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

11. 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.
- 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. Otherwise, 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 the 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 that the award to the lowest responsible 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.

12. ADDENDA

- A. The Owner reserves the right to issue Addenda changing, altering, or supplementing Contract Documents prior to the time set for receiving bids. The Architect will issue the Addenda to clarify bidders' questions, 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 or interpretations made by any other means shall **NOT** be legally binding. All Addenda shall become a part of the Contract Documents.
- C. Bidders must submit questions to the Architect, in sufficient time in advance of the bid opening to allow the Architect to respond. All Addenda will be issued, except as hereinafter provided, and mailed or otherwise issued 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 Architect 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 Architect 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 bid documents clearly indicates that the Bidder submitted a bid on that item; or
- b. The Addendum involves only a matter of form or is one that has either no effect or merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

13. INTERPRETATION

- A. If a Contractor 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 as a request for an interpretation thereof to Steve Stidham, McGill Smith Punshon, Inc. at the numbers listed on the first page of these Instructions to Bidders or at ssidham@mspdesign.com. Any interpretation of the Contract Documents will be made by Addendum only, duly signed, and a copy of such Addendum will be mailed or delivered to each person 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 Architect 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 for interpretation was made by the Bidder prior to the bid opening.

14. TAX STATUS

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 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, executed by the successful Bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

15. DATE FOR COMPLETION

A. Each successful Bidder shall have its work substantially completed by the respective Dates for Substantial Completion set forth in the 00 41 00 Bid Form and as stated in the Project Time Schedule finalized by the General Contractor (with the cooperation from the Prime Contractors and input from the Owner and Architect). The Project Time Schedule will be finalized after award of the contracts for the Work, as described in the Contract Documents, and is subject to review and acceptance by the Owner and Architect. The term Substantial Completion is defined in the Contract Documents. For purposes of the Contract Documents applicable to the Contractor, the term Substantial Completion shall refer to the date of completion for the Contractor's portion of the Work as established in the Project Time Schedule. By submitting a bid for the Work, the Bidder agrees that the periods for performing the Work are reasonable, and that the Bidder's Work can be substantially complete by its applicable date for Substantial Completion.

16. PREVAILING WAGE

This project will comply with all the guidelines for prevailing wage rates established by the Department of Industrial Relations of the State of Ohio. This project is tax exempt.

17. 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.

18. EXECUTION OF THE CONTRACT

Within seven (7) calendar days of the Award of the Contract, or such other time designated by the Owner, the successful Bidder shall execute and deliver to the Owner the required number of the following documents:

- a. The AIA Document A101 – Standard form of Agreement between Owner and Contractor;
- b. Contract Bond, if the Bidder did not submit a Bid Guaranty and Contract Bond with its bid;
- c. Insurance Certificates;
- d. Valid Workers' Compensation Certificate; and
- e. Any other documents identified in the Contract Documents for submission with the signed agreement.

The failure of the successful bidder to execute and deliver the required documents shall constitute a default that entitles the Owner to the Bidder's bid guaranty, as provided in the Ohio Revised Code.

19. 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 Treasurer (with a copy to the Business 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 Treasurer 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 to the Owner, attention of the Treasurer (with a copy to the Business Manager), at the Owner's address. The request for withdrawal must be received by the Treasurer prior to the time of the bid opening.
- 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 Treasurer, 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.

20. 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 follow the EEO/nondiscrimination requirements, as applicable to the Project and as required by State and Federal regulations.

END OF DOCUMENT