

BID FORM
00 41 43

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to: **[Greenville City Schools – St. Clair Memorial Hall, 215 West Fourth Street, Greenville, Ohio 45331]**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified therein, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
 - B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially any Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially any Technical Data in such reports and drawings.
 - E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work as required.
- K. Bidder agrees that the contracting authority reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept that bid which is considered lowest and to the best interest of the Owner.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any Bidders to submit a false or sham Bid;
- C. No person interested in this Proposal is directly or indirectly interested in or connected with any other bid or proposal for the said work and no member of Greenville City Schools is directly or indirectly interested therein, or in any portion thereof, and he will, if required by Greenville City Schools, execute and submit from himself as Principal Contractor and from any Subcontractor, the non-collusion affidavits as provided herein.
- D. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence participation in the bidding process or execution of the Contract.

ARTICLE 5 - BASIS OF BID

- 5.01 Bidder agrees that any item not specifically shown or called out on the plans or within the specifications, but is required to complete the work in place and fully operational, shall be included in the Lump Sum bid provided.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price and will contract to do all the work and furnish all the materials called for by said plans and specifications, and in consideration thereof, to accept from the Owner as full payment for the completion of all items and any required maintenance thereof as hereinafter provided, for the following prices;

BASE BID – GREENVILLE CITY SCHOOLS MEMORIAL HALL - ROOF REPLACEMENT

Roof Replacement: Bidder shall provide all labor, materials, equipment, and proper disposal to remove existing asphalt shingles, membrane roof system, underlayments, degraded sheathing as directed by the engineer, flashings, copings, flues as indicated, integral gutters, downspout piping, steel roof hatch and furnish and install a new roof system consisting of membrane and asphalt architectural style shingles roof system as specified herein. As a part of the integral gutter system replacement, the contractor shall install new roof drains with strainer. The roof drains shall be plumbed to the building downspouts to eliminate any indirect connections. Bidder to provide all labor, materials, equipment, and disposal to remove and replace existing wood roof deck as needed due to deterioration of existing material. Base Bid shall include labor and materials for ten (10) sheets of 4’ x 8’ x 23/32” structural exterior grade plywood sheathing (320 square feet). Additional sheets required shall be added to the Contract on a square foot basis. Please see and fully examine drawings and specifications for further detailed information and requirements for this project before bidding.

<i>Bid Items – Base Bid</i>	<i>Materials</i>	<i>Labor</i>	<i>Total Cost</i>
Memorial Hall – Roof Replacement	\$	\$	\$
Contingency Allowance			\$30,000.00
<i>Total Amount of Base Bid:</i>			\$

Total Amount of Base Bid: _____

(in words)

ALTERNATE BID – Rear Addition Roof replacement

<i>Alternate Bid Item</i>	<i>Materials</i>	<i>Labor</i>	<i>Total Cost</i>
Rear Addition Roof Replacement	\$	\$	\$
<i>Total Amount of Alternate:</i>			\$

Total Amount of Base Bid: _____

(in words)

Bidder acknowledges that:

- (1) If this Proposal shall be accepted, Bidder will be prepared to discuss with Greenville City Schools in detail any matters relating to special features and the methods proposed to be followed for the general conduct of the work, that within ten (10) days after "Notice of Award" the Contract Form with Greenville City Schools for performance of the work will be completed and Bidder will furnish a Contract Bond in an amount not less than one hundred percent (100%) of the total bid amount, and with sureties subject to the approval of Greenville City Schools as a guarantee of the faithful performance of this Contract; and that Bidder will also submit the required insurance certificates.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions between June 17, 2024 – July 26, 2024.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the amount of \$500.00 for every consecutive day after the stated date in the Notice to Proceed and along with any time extension given per a Change Order and it may be retained from the monies which may be due.

ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required bid security consisting of a _____(Bond or Check) in the sum of \$_____ of the total bid amount accompanies this Proposal and the undersigned agrees that should he, after notice of "Award of Contract" fail to execute the Contract and Contract Bond as aforesaid, that his Certified Check or Bid Bond accompanying this Proposal shall be forfeited to Greenville City Schools as liquidated damage caused by such failure.
 - B. Affidavit for Corporation;
 - C. Required Bidder Qualification Statement with supporting data;
 - D. List of Proposed Subcontractors;
 - E. Non-Collusion Affidavit; and
 - F. Certifications as listed in Section 3–Procurement Forms & Supplements in the Table of Contents

ARTICLE 8 - DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By: *[Signature]*

[Printed name]

(If Bidder is a corporation, limited liability company, partnership or joint venture, attach evidence of authority to sign.)

Address for giving notices:

Telephone Number:

Fax Number:

Contact Name and e-mail address:

Bidder's Federal ID No.:

AFFIDAVIT FOR CORPORATIONS

00 42 11

(to be filled in and executed if the Contractor is a Corporation)

STATE OF _____)
) ss.

COUNTY OF _____)

I, _____, being duly sworn, deposes and states that he/she is Secretary of _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and having its principal office at:

Number and Street

City

Name of County

State

Affiant further states that he/she is familiar with the record, minute books and by-laws of _____

Name of Corporation

Affiant further says that _____, _____
Name of Officer Title
of the corporation is duly authorized to sign the contract for the construction of the project known as _____
_____ for said corporation by virtue of _____

(State whether a provision of by-laws or a resolution of the Board of Directors. If by resolution, give of adoption.)

Secretary of Corporation

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public in and for _____ County, _____

My commission expires: _____

BID GUARANTY AND CONTRACT BOND

00 43 13

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ of _____ as principal, and _____ as surety, are hereby held and firmly bound unto _____ as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as **Greenville City Schools Memorial Hall – Roof Replacement.**

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars, \$_____.

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must 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 **GREENVILLE CITY SCHOOLS MEMORIAL HALL – ROOF REPLACEMENT.**

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount of which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pay to the obligee the difference not to exceed ten percent of the penalty 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 obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed or material furnished in carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any material suppliers or laborer having a just claim, as well as for the obligee 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 or in or to the plans and specifications therefore shall in any wise affect the obligation of said surety on this bond.

PRINCIPAL:

SURETY:

By: _____

By: _____

Title: _____ Date: _____

Title: _____ Date: _____

SURETY AGENT:

SURETY:

Company: _____

Company: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Note: All Certified/Cashier's Checks and Surety Bonds offered as surety shall be made payable to Greenville City Schools. This form is not necessary if you are using a Certified/Cashier's Check or Letter of Credit.

BIDDER QUALIFICATION STATEMENT

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1. SUBMITTED BY:

Official Name of Firm: _____
Address: _____

2. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____
Title: _____
Phone: _____
Email: _____

3. FINANCIAL INFORMATION

Financial Institution: _____
Address: _____

Phone: _____

INCLUDE AS AN ATTACHMENT A BALANCE SHEET FOR THE COMPANY'S LAST FISCAL YEAR.

4. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all similar projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

5. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Similar Experience).
3. Schedule C (Major Equipment).
4. Balance sheet for each the last fiscal year for firm named in Section 1.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PROPOSED SUBCONTRACTORS FORM

00 45 16

The Bidder shall list, in the space provided in this bid form, the name and location of the place of business of each subcontractor who will perform any portion of the work in the amount in excess of one-half of one percent of the total amount of bid, and the portions of the work and total value which each is to perform.

Upon completion of the work before final payment will be made, the Contractor shall submit sworn statements from each subcontractor waiving their rights to any liens regarding the performance of the above stated work.

1. Subcontractor's Name _____

Address _____

Telephone No. _____

Description of Work _____

Total Value _____

2. Subcontractor's Name _____

Address _____

Telephone No. _____

Description of Work _____

Total Value _____

3. Subcontractor's Name _____

Address _____

Telephone No. _____

Description of Work _____

Total Value _____

Name of Bidder: _____

4. Subcontractor's Name _____
Address _____
Telephone No. _____
Description of Work _____
Total Value _____

5. Subcontractor's Name _____
Address _____
Telephone No. _____
Description of Work _____
Total Value _____

6. Subcontractor's Name _____
Address _____
Telephone No. _____
Description of Work _____
Total Value _____

7. Subcontractor's Name _____
Address _____
Telephone No. _____
Description of Work _____
Total Value _____

Name of Bidder: _____

CONTRACTOR NON-COLLUSION AFFIDAVIT

00 45 19

STATE OF _____)

) ss.

COUNTY OF _____)

_____, being first and duly sworn, deposes and says that he/she
(Name of Person)

is _____ of _____,
(Sole Owner, Partner, President, etc.) (Name of Company)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive of sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of any other bidder, or to secure any advantage against Greenville City Schools or any person or persons interested in the proposed contract; and that all statements contained in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for
_____ County, _____

My commission expires _____