

BID FORM

Project Name: **Segment 7 LFI – Ben Franklin Elevator Infrastructure**

ITEM-1 Bid Package #21251-260 Electric **Bid Date:** August 9, 2018

Location of Project & County: **Ben Franklin Elevator Infrastructure**
1905 Spring Road, Cleveland, Ohio, Cuyahoga County

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Architect for the above-referenced Project, and the following Addenda:

Addendum Number	Date of Receipt
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER: _____

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

Complete appropriate bid package section of work:

BEN FRANKLIN ELEVATOR INFRASTRUCTURE

ITEM- 1. ELECTRICAL CONTRACT: BID PACKAGE #21251-260

INCLUDING ALL LABOR AND MATERIALS, including allowances totaling \$50,000.00 for additional work items as directed by the CM, for the sum of \$ _____

Sum in words: _____

BIDDER: _____

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (_____) _____ Facsimile Number (_____) _____

Where Incorporated: _____ Type of Business (circle one):

corporation partnership sole proprietorship limited liability corporation

Federal ID Number: _____

Contact person for
Contract processing: _____

Alternate No. 1: Asphalt Patch

1. DEDUCT Alternate: Asphalt patch in lieu of salvaging brick for reinstallation. Cost shall include all Overhead and Profit.

INCLUDING ALL LABOR AND MATERIALS, for the sum of \$ _____

B. Alternate No. 2: Reuse Existing Underground Primary Conduits

1. DEDUCT Alternate: Electrical contractor shall meet on site with First Energy and evaluate the condition of the existing underground primary conduits extending from the First Energy manhole to the basement transformer vault. If condition is found acceptable, EC shall locate pulling pit as shown on the Electrical Site Plan intercepting existing primary conduits. Approximately 100 feet of existing primary conduit would be reused. Cost shall include all Overhead and Profit.

INCLUDING ALL LABOR AND MATERIALS, for the sum of \$ _____

BIDDER'S CERTIFICATION

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 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 based upon the Standards specified by the Contract Documents.
3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for 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 price, as amended from time to time by Change Order, shall cover all amounts due from the School District Board and the Commission resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with or make a good faith effort to comply with the EDGE business enterprise participation goal of 5 percent of each Contract award amount, calculated as a portion of the Base Bid plus all accepted Alternates.
6. 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 Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
7. 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 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 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.

8. The Bidder will execute the Contract Form with the School District Board, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the School District Board and the Commission as provided in Article 6 of the Instructions to Bidders.
9. The Bidder certifies that the upon the execution of the Contract Form, the Contractor shall be enrolled in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or an equivalent BWC approved DFWP in accordance with but not limited to Ohio Administrative Code Chapter 4123-17 and Executive Order 2002-13T. The Bidder acknowledges the responsibility to require all Subcontractors to be enrolled in good standing in the Ohio Bureau of Workers' Compensation (BWC) Drug-Free Workplace Program (DFWP) or Drug-Free EZ program for small employers (DF-EZ) or an equivalent BWC approved DFWP in accordance with but not limited to Ohio Administrative Code Chapter 4123-17 and Executive Order 2002-13T.
10. Bidder agrees to furnish any information requested by the School District Board to evaluate the responsibility of the Bidder.
11. The Bidder represents that the Bidder is not subject to a finding for recovery under Section 9.24, ORC, or that Bidder has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section.

Each bid shall contain the name of every person 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 signs the Bid Form.