PROJECT MANUAL FOR:



**P R O J E C T M A N U A L**

Family Medical Clinic

Behavioral Health

Technology Equipment

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**SECTION A - INVITATION TO BID**

**INVITATION TO BID**

Project: Family Medical Clinic – Behavioral Health Technology Equipment

Owner: Ironton Lawrence County Community Action Organization

Architect: N/A

Notice is hereby given that sealed bids will be received at the office of Ironton-

Lawrence County CAO, 305 North Fifth Street, Ironton, Ohio 45638 [until](https://maps.google.com/?q=1220+Gallia+Street,+Portsmouth,+OH+45662&entry=gmail&source=g) **11:00am E.D.T.**

**on Wednesday September 27, 2023. Bids will be opened in public and read aloud.**

The owner is accepting lump sum bids from contractors. Each bid proposal shall include all labor, materials, and services necessary to complete the procurement and installation of equipment for this project.

Prior to submitting a proposal, each bidder shall examine and thoroughly familiarize himself with all existing conditions, including all applicable laws, ordinances, rules, and regulations that may affect the work. Bidders shall visit the site, examine the facility and shall ascertain by any reasonable means and conditions that might in any manner affect the work.

The project is subject to the following special provisions:

1. Owner is tax exempt.
2. Project is ***NOT*** subject to Davis Bacon Federal Prevailing Wage Rates.
3. Bid Surety
4. A Performance and Payment Bond is required.
5. Insurance requirements.
6. Each bidder must insure that all employee and applicants for employment are not discriminated against because of their race, color, religion, sex, handicap, familial status, national origin or ancestry.
7. Installation shall be completed by 1/5/2024

**Bids are to be sealed and addressed to the attention of Michael Kingery, Ironton-Lawrence County CAO, 305 North Fifth Street, Ironton, Ohio 45638.** If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as above. Bidders shall state on the outside of the bid envelope **“FMC BH Technology Equipment Bid**.

The owner(s) reserve the right to accept or reject any or all bids, to waive any informalities in the bidding; and to enter into a contract with the bidder who is in their consideration offered the lowest responsive and responsible bid. Bids received after the time set will be returned unopened. Bids shall not be modified, withdrawn, or canceled without the Owner's written consent for a period of sixty (60) calendar days commencing from the bid date.

**SECTION B - INSTRUCTIONS TO BIDDERS**

**INSTRUCTIONS TO BIDDERS**

1. RECEIPT AND OPENING OF BIDS: Ironton Lawrence County CAO (herein called the "Owner") invites bids on the form attached hereto, all corresponding blanks of which must be completely filled in. **Bids will be received at the office of Ironton-Lawrence County CAO, 305 North Fifth Street, Ironton, Ohio 45638” until 11:00 a.m. E.D.T. on Wednesday, September 27, 2023.** Bids will be opened in, public and read aloud. The envelopes containing the bids must be sealed, addressed to “**FMC BH Technology Equipment Bid.**
2. The owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.
3. PREPARATION OF BID: Each bid must be submitted on the prescribed form and accompanied by a Bid Bond or Certified Check. All corresponding blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

1. TELEGRAPHIC MODIFICATION: Telegraphic modifications or telegraphic bids will not be accepted for this project. All bids must be submitted as set forth above.
2. METHOD OF BIDDING: The owner is accepting lump sum bids from vendor/contractors as indicated on the bid form.
3. QUALIFICATIONS OF BIDDER: All bidders and proposed subcontractors shall be noted in the bid forms. The owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the owner all such information and data for this purpose as the owner may request. The owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
4. BID SECURITY: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bond attached hereto, duly executed by the bidder as principal and having as a surety thereon a surety company approved by the owner, in the amount of 10% of the bid. Such cash, checks, or bid bonds will be returned to all except the three lowest bidders within ten days of opening of bids, and the remaining cash, checks, or bid bonds, will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys in fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
5. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

1. OBLIGATION OF THE BIDDER: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
2. ADDENDA AND INTERPRETATIONS: No official interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Cindy Anderson, Ironton Lawrence County CAO 305 N 5th Street, Ironton OH” and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids or email with a Read Receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

10. SIGNATURE OF BIDDERS: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the term "doing business as", or "sole owner". The bidder shall further state in his proposal the name and address of each person or corporation interested therein.

11. NOTICE OF SPECIAL CONDITIONS: Attention of the bidder is particularly called to those parts of the Supplemental General Conditions and other contract documents and specifications that deal with the following:

1. Requirements for a Payment Bond and a Performance Bond
for 100% of the contract price.
2. Insurance requirements.
3. Time for completion (All work is to be completed by 1/5/2024.
4. Requirement that all **subcontractors** be **approved by owner**.

12. ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD: Upon award of the contract but prior to execution of the final agreement and Notice to Proceed, the contractor shall submit all of the following documents, completed as required:

1. Acceptance of Notice of Award.
2. List of all Subcontractors.
3. Contract.
4. Payment Bond and Performance Bond.
5. Insurance certificates and/or policies.

Upon acceptance and approval of the above information, the owner shall issue the Notice to Proceed.

 **SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910‑8, 1996 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC‑1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meaning assigned to them in the General Conditions.

SC‑2.02 Change the number of copies of the Contract Documents to be furnished to the Contractor from "up to ten" to "two executed copies and up to four non-executed bid set copies."

SC‑2.03 In the last sentence, change "sixtieth day" to "ninetieth day."

SC‑4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.03(A)(1) The Contractor shall furnish a Certificate of Insurance satisfactory to the Owner from each Insurance Company showing that all required insurance is in force, stating policy numbers, dates of expiration, and limits of liability thereunder. If the Contractor fails to procure and maintain such insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC‑5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a) State Statutory

(b) Applicable Federal (e.g., Longshoreman's): Statutory

(c) Employer's Liability: $1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence $1,000,000

General Aggregate $2,000,000

(b) Products and Completed Operations

Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence) with Employment Exclusion deleted. $1,000,000

(d) Fire Damage $100,000

(e) Umbrella Excess Liability - Over Primary Insurance Minimal retention

Each Occurrence $1,000,000

General Aggregate $2,000,000

(f) If the General Liability Policy includes a General Aggregate, such General Aggregate shall be not less than $2,000,000. Policy shall be endorsed to have General Aggregate apply to this project only (Per Project Aggregate Limit).

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired) Contractor may provide split limits or

 combined single limit.

(a) Split Limits:

Bodily Injury, Each Person: $1,000,000

Each Accident $1,000,000

Property Damage, Each Accident $ 1,000,000

**or**

(b) Combined Single Limit

Bodily Injury and Property Damage,

Each Accident $1,000,000

SC-5.04(B)(4) Contractual Endorsement

Paragraph GC 5.04(B)(4) requires contractual liability coverage with respect to Contractor's obligations under GC 6.07, 6.11 and 6.20 in respect of indemnification; unless otherwise noted in the Specific Project Requirements, the coverage limitations outlined in SC-5.04(B)(2) shall be considered as minimum limits.

SC-5.04(C) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" for the same liability limits as required for the Contractor's liability insurance.

 Each Occurrence $1,000,000

 General Aggregate $2,000,000

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 See SC-5.04(C) above.

SC-5.06 Unless otherwise stated in Specific Project Requirements the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

SC‑6.02(B) The Contractor shall be responsible for the Engineer's additional inspection and administrative costs to the Owner for work performed beyond regular working hours as defined in this Section.

SC‑6.10(B) Owner is exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project. Said taxes shall not be included in the Contract Price.

SC‑7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

SC‑11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A) of the General Conditions in its entirety and insert ODOT 109.04, current edition in its place.

SC‑13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance by the Owner."

SC‑13.07(B) All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC‑14.02(A)(3) Delete Section 14.02(A)(3) of the General Conditions in its entirety and insert the following:

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The retainer shall be withheld by the Owner until 30 days after completion of all work. The Retainage may be reduced commensurate with the volume of the remaining contract work subject to the recommendation of the Engineer and the approval by the Owner.

SC-14.02(A)(4) Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than $5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16 Dispute Resolution shall be as per the attached Exhibit A - "Dispute Resolution Agreement."

END OF SECTION

**EXHIBIT A**

**DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION**

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in ENGINEER's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.

16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless

(A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

(B) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

(C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten-day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

**EXHIBIT A**

**DISPUTE RESOLUTION AGREEMENT - JUDICIAL SYSTEM**

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.1 All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) will be decided through the Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

**SECTION D -BID FORMS**

**BID FOR LUMP SUM CONTRACT**

Project: FMC Behavioral Health Technology Equipment

Owner: Ironton Lawrence County Area Community Action Organization

Owners Architect: N/A

Proposal of

(herein after called "Bidder"), a corporation, organized and existing under the laws of the State of

 , \* a partnership, or an individual doing business as

.\*\*

Gentlemen:

The Bidder, in compliance with your instructions to bidders for the construction of the above referenced project, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the project including the availability of materials, equipment and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. Those prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in

the written "Notice to Proceed" of the owner and to fully complete the project on or before 1/5/2024 as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

\* Insert name of state.

\*\* Insert corporation, partnership, or individual as applicable.

**BID PROPOSAL:** Bidder agrees to perform all the work described in the plans and specifications. The amount shall be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.

1. **BASE BID (PER PLANS AND SPECS):**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item  | Qty | Description | Unit Price | Ext Price |
| 1 | 1 | Slim Lectern |  |  |
| 2 | 2 | 86” Interactive 4K Display w/ built in PC and Camera |  |  |
| 3 | 4 | 65” 4K Displays |  |  |
| 4 | 4 | Tilting Display Wall Mount |  |  |
| 5 | 1 | HDMI Matrix Switcher |  |  |
| 6 | 1 | Control System |  |  |
| 7 | 2 | 7” Touch Panel |  |  |
| 8 | 7 | HDMI Over Cat6 Receiver |  |  |
| 9 | 2 | HDMI Over Cat6 Transmitter |  |  |
| 10 | 4 | 15’ HDMI Cable |  |  |
| 11 | 4 | 15’ USB A to A Cable |  |  |
| 12 | 2 | 35’ Active USB Extension Cable |  |  |
| 13 | 2 | HDBase T Extender Distribution Amplifier |  |  |
| 14 | 2 | HDMI/USB Wall Plate |  |  |
| 15 | 1 | PoE Switch |  |  |
| 16 | 2 | Camera Ceiling Mount |  |  |
| 17 | 1 | Desktop Microphone Mount |  |  |
| 18 | 2 | Microphone Stand |  |  |
| 19 | 2 | 120w Audio Amplifier |  |  |
| 20 | 12 | 8” Ceiling Speakers with Shallow Back Can |  |  |
| 21 | 1 | AVB Digital Audio Processor |  |  |
| 22 | 2 | Ceiling Microphone |  |  |
| 23 | 4 | Ceiling Extension Microphone |  |  |
| 24 | 1 | AVB Switch |  |  |
| 25 | 2 | Wireless Handheld Microphone |  |  |
| 26 | 2 | Wireless Lavalier Microphone |  |  |
| 27 | 1 | 16RU A/V Equipment Rack |  |  |
| 28 |  | Installation Labor |  |  |
| 29 |  | Programming |  |  |
| 30 |  | Parts |  |  |
| 31 |  | Shipping |  |  |
|  |  |  | **TOTAL BID AMOUNT** |  |

Attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of

 ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

is to become the property of the owner in the event the contract and the bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

 Respectfully submitted:

By:

(signature)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(insert company name and address)

SEAL

(if bid is by corporation)

**FORM OF NONCOLLUSION AFFIDAVIT** (Fill in # of years on BF.3 as per Specific Proj Reqmts.)

STATE OF )

 ) SS

COUNTY OF )

 , being first duly sworn, deposes and says that he is of the party making the proposal or bid; that such bid is genuine and not collusive or 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 that of any other Bidder, or to secure any advantage against the Owner, or any person interested 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 to any association or to any member or agent thereof.

(Sole Owner, a Partner, President, Secretary, etc.)

(Corporation Name)

(Individual Name)

(Individual Name)

(Individual Name)

(Individual Name)

(Individual Name)

(Individual Name)

(Individual Name)

(Individual Name)

Affiant

Subscribed and sworn to before me this day of , 20 . .

Notary Public

My Commission Expires:

**CORPORATE RESOLUTION**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Secretary of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Corporation name) a/an \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert state name) Corporation hereby certify that the Board of Directors of Said Corporation on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, adopted a resolution authorizing the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Corporation Title, Pres/Vic Pres)

of this Company, namely) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Individual Name), to sign bid proposals, sign and enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such a price and upon such terms and conditions, including any amendments or modifications thereto, as said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Corporation Title, Pres/Vice Pres) in his sole discretion shall deem best and that said actions shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation

At \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (City) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (State) this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and I further certify that said resolution is still in full force and effect.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporate Secretary

**SUPPLEMENTAL BOND ACKNOWLEDGEMENT**

PROJECT:

OWNER:

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and his surety hereby acknowledge that the attached bond shall cover and warrant all work for the correction period per Section 13.07 of the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is \_\_\_\_ year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

|  |  |  |  |
| --- | --- | --- | --- |
|  | BIDDER |  | SURETY |
| SIGNATURE: |  | SIGNATURE: |  |
| NAME: |  | NAME: |  |
| TITLE: |  | TITLE: |  |
| DATE: |  | DATE: |  |

 \*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit, or Bid Bond, and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Performance/Payment/Warranty Bond.

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per Section 13.07 of the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is \_\_\_\_\_ year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

|  |  |  |  |
| --- | --- | --- | --- |
|  | BIDDER |  | SURETY |
| SIGNATURE: |  | SIGNATURE: |  |
| NAME: |  | NAME: |  |
| TITLE: |  | TITLE: |  |
|  |  |  |  |
| DATE: |  | DATE: |  |

\*Attach Power of Attorney

**PROPOSED SUBCONTRACTORS**

The Bidder is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

|  |  |  |
| --- | --- | --- |
| 1. | Name: |  |
|  |  |  |
|  | Address: |  |
|  |  |  |
|  | City/State/Zip: |  |
|  |  |  |
|  | Description: |  |
|  |  |  |
|  |  |  |
|  |  |  |  |  |
|  | Phone: | ( ) |  | Amount: | $ | % of Contract: |  |

|  |  |  |
| --- | --- | --- |
| 2. | Name: |  |
|  |  |  |
|  | Address: |  |
|  |  |  |
|  | City/State/Zip: |  |
|  |  |  |
|  | Description: |  |
|  |  |  |
|  |  |  |
|  |  |  |  |  |
|  | Phone: | ( ) |  | Amount: | $ | % of Contract: |  |

|  |  |  |
| --- | --- | --- |
| 3. | Name: |  |
|  |  |  |
|  | Address: |  |
|  |  |  |
|  | City/State/Zip: |  |
|  |  |  |
|  | Description: |  |
|  |  |  |
|  |  |  |
|  |  |  |  |  |
|  | Phone: | ( ) |  | Amount: | $ | % of Contract: |  |

|  |  |  |
| --- | --- | --- |
| 4. | Name: |  |
|  |  |  |
|  | Address: |  |
|  |  |  |
|  | City/State/Zip: |  |
|  |  |  |
|  | Description: |  |
|  |  |  |
|  |  |  |
|  |  |  |  |  |
|  | Phone: | ( ) |  | Amount: | $ | % of Contract: |  |

**EXPERIENCE RECORD**

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. Provide data for the last five (5) years. Duplicate this sheet as needed.

|  |  |
| --- | --- |
| Project Name: |  |
|  |
| Description/Scope of Bidder's Work: |  |
|  |
|  |  |  | Prime Contractor |  | Sub Contractor |
|  |
| Project Cost: | $ | Bidder's Contract Amount: | $ |
|  |  |  |
| % Complete: |  | or Date Completed: |  | Bonding Company: |  |
|  |  |
| Owner: |  |  |
|  |  |
| Contact Person: |  | Phone: | ( ) |
|  |  |
| Engineer/Arch. Firm: |  |  |  |
|  |  |
| Contact Person: |  | Phone: | ( ) |

|  |  |
| --- | --- |
| Project Name: |  |
|  |
| Description/Scope of Bidder's Work: |  |
|  |
|  |  |  | Prime Contractor |  | Sub Contractor |
|  |
| Project Cost: | $ | Bidder's Contract Amount: | $ |
|  |  |  |
| % Complete: |  | or Date Completed: |  | Bonding Company: |  |
|  |  |
| Owner: |  |  |
|  |  |
| Contact Person: |  | Phone: | ( ) |
|  |  |
| Engineer/Arch. Firm: |  |  |  |
|  |  |
| Contact Person: |  | Phone: | ( ) |

|  |  |
| --- | --- |
| Project Name: |  |
|  |
| Description/Scope of Bidder's Work: |  |
|  |
|  |  |  | Prime Contractor |  | Sub Contractor |
|  |
| Project Cost: | $ | Bidder's Contract Amount: | $ |
|  |  |  |
| % Complete: |  | or Date Completed: |  | Bonding Company: |  |
|  |  |

**BID SECURITY**

**INSERT HERE:**

**CERTIFIED OR CASHIERS CHECK FOR 10% OF THE AMOUNT BID**

**OR**

**IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID**

**OR**

**BID BOND FOR 100% OF THE AMOUNT BID**

**BID BOND MAY BE A "ROLLOVER" OR "BID/PERFORMANCE/PAYMENT" BOND**

**PER O.R.C. SECTIONS 153.54 AND 153.571.**

**SECTION E - SCOPE OF WORK**

The Scope of Work shall include the purchase and installation of the following:

|  |  |  |
| --- | --- | --- |
| Item  | Qty | Description |
| 1 | 1 | Slim Lectern |
| 2 | 2 | 86” Interactive 4K Display w/ built in PC and Camera |
| 3 | 4 | 65” 4K Displays |
| 4 | 4 | Tilting Display Wall Mount |
| 5 | 1 | HDMI Matrix Switcher |
| 6 | 1 | Control System |
| 7 | 2 | 7” Touch Panel |
| 8 | 7 | HDMI Over Cat6 Receiver |
| 9 | 2 | HDMI Over Cat6 Transmitter |
| 10 | 4 | 15’ HDMI Cable |
| 11 | 4 | 15’ USB A to A Cable |
| 12 | 2 | 35’ Active USB Extension Cable |
| 13 | 2 | HDBase T Extender Distribution Amplifier |
| 14 | 2 | HDMI/USB Wall Plate |
| 15 | 1 | PoE Switch |
| 16 | 2 | Camera Ceiling Mount |
| 17 | 1 | Desktop Microphone Mount |
| 18 | 2 | Microphone Stand |
| 19 | 2 | 120w Audio Amplifier |
| 20 | 12 | 8” Ceiling Speakers with Shallow Back Can |
| 21 | 1 | AVB Digital Audio Processor |
| 22 | 2 | Ceiling Microphone |
| 23 | 4 | Ceiling Extension Microphone |
| 24 | 1 | AVB Switch |
| 25 | 2 | Wireless Handheld Microphone |
| 26 | 2 | Wireless Lavalier Microphone |
| 27 | 1 | 16RU A/V Equipment Rack |
| 28 |  | Installation Labor |
| 29 |  | Programming |
| 30 |  | Parts |
| 31 |  | Shipping |