

invitation for bid (Construction):

Project Name:

Department of Public Service

Director: Jennifer Gallagher

Project Number:

Date Bids Due:

Time Bids Due: 1:00 P.M., Eastern Time

Bids Accepted only at [www.bidexpress.com](http://www.bidexpress.com)

Contractor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MBE/WBE GOAL FOR THIS CONTRACT: XX%**

**There have been many changes to the bid documents and there are new forms to complete when submitting bids. An on-line pre-bid meeting will be held on insert date at 10:00 A.M eastern time. (see the pre-bid conference section on page 11 for connection details.) *potential BIDDERS ARE VERY STONGLY ENCOURAGED TO ATTEND THIS PRE-BID* TO LEARN ABOUT THE DOCUMENT CHANGES, HOW TO COMPLETE THE FORMS, AND THE CITY’S NEW MBE/WBE PROGRAM REQUIREMENTS.**

IFB Template Revision Date: 6/12/22

**notice**

City of Columbus departments advertising for construction bids receive bids electronically through Bid Express ([www.bidexpress.com](http://www.bidexpress.com)). Paper bids will not be accepted unless indicated in the Invitation for Bid. In order to view City of Columbus bid documents (Invitation for Bid, technical specifications, plans, etc.) or to submit a bid, interested parties will need an account with Bid Express. Go to [www.bidexpress.com](http://www.bidexpress.com) to sign up. There is no charge to establish an account with Bid Express nor is there a charge to bid on City of Columbus projects.

This Invitation for Bid (IFB) is one of the bid documents and is the basis for the Contract for the project. Throughout the IFB there are spaces to answer questions. Instead of answering the questions on the paper document, a bidder will provide answers to the questions requested in the IFB by using Bid Express. After a bidder is selected, the completed electronic bid submission and all uploaded documents of the selected bidder shall be attached to the IFB and these documents will become part of the Contract. The Contract shall then be emailed to the selected bidder along with instructions for printing and execution.

When completing the bid in Bid Express, most data must be entered in the provided text boxes. In some sections, the bidder has the choice of entering the data into the text boxes or uploading documents to provide the same information instead of entering it into Bid Express. This option is available for Forms B5, B6, B7, and B8. This option may also be available for any forms added as a result of a special provision. (Forms that bidders can complete either by entering the information into Bid Express text boxes or by uploading a document will state “Optional: Vendor is not required to complete.” This means the bidder is not required to provide the information via data entry into Bid Express text boxes but can upload a document instead of the Bid Express data entry. The information requested by the form is required to be provided by the bidder using one of these methods.)

Departments must establish a “location” or “locations” in Bid Express for bidders to upload documents. A “required location” means that document must be uploaded with the bid response. An “optional location” means that document can be uploaded with the bid response. Each location has a 10 MEG limitation for uploaded information.

The following forms shall be uploaded with each bid (print the form from the IFB, complete, and scan into Bid Express):

* Proposal Signature Affidavit;
* Joint Venture Statement of Intent, if applicable;
* Joint Venture Agreement, if applicable;
* Other departmental requirement, if any, as indicated in the IFB.

Bid Express works with Surety2000 and SurePath for the uploading of bid bond and related documents. The Bidder’s surety shall complete/upload the bid bond and related documents through either Surety2000 or SurePath. Bidders need to contact Surety2000, SurePath, or Bid Express with questions relating to using these services or entering information.

Below is additional information about submitting a bid and Bid Express:

**Bid Submittal by Person Authorized to Enter into Contract on Behalf of Company**

Bids submitted to the City of Columbus must come from the account/digital ID of a person authorized to enter into contract on behalf of the company. Each bid submitted must include a completed Proposal Signature Affidavit. This form is located in the Invitation for Bid (IFB) for each project. Print this form, have it completed (including notarized), scan it, and upload it with each bid.

The digital ID of the person submitting the bid must match the name entered on the “Name of Person Signing Proposal/Contract” line of the Proposal Signature Affidavit. The Proposal Signature Affidavit is needed even if the digital ID is in the name of an officer of the company because the digital ID does not include the person’s title and the City has no way of knowing that the digital ID is/is not that of an officer. Completion of the affidavit is the bidder’s way of providing the City that information.

The digital ID used to digitally sign the bid in Bid Express shall also be used as the bidder’s signature on the bid bond submitted through Surety 2000 or SurePath. If a bid (and bid bond) is submitted from an account/digital ID of a person who does not have the authority to enter into contract on behalf of the company and the company cannot provide the affidavit, the bid shall be deemed nonresponsive.

Many people within a company may have accounts with Bid Express. There are different account types and different roles. To ensure the bid is submitted by the appropriate digital ID, it is recommended bidders establish multiple digital IDs in the names of persons authorized to enter into contract on behalf of the company and only initiate, enter information, and submit bids to the City through those accounts. Be sure to include the Proposal Signature Affidavit. People who are not authorized to enter into contract on behalf of the company can use their account to view a variety of project information, including notice of bids, addenda, and bid results.

**Account Set Up**

When setting up the account for the first time, be sure that the business name provided is the legal business name of the company. Each digital ID is connected to the business name entered at account creation and the digital ID is a legal, electronic signature for the person at that company. Similarly, when setting up an account for a person whose digital ID will be used to submit bids, be sure the name on the account is the legal name used by that person for signing documents.

**Addenda/Amendments**

If the City makes any changes to the bid after it is posted (e.g. changes the date, bid closing time, adds a document, changes a quantity, or adds an item), the City will issue a bid addendum. Potential bidders will receive notice of this change via email if registered to receive information on these type of construction bids with the City Vendor Services Department. Potential bidders will receive a notice via email from Bid Express only if the bidder has selected to receive notifications for City of Columbus bids in Bid Express or if the bidder has become a plan holder for this project in Bid Express. If a bid has already been submitted, the bidder will need to open the bid and acknowledge the change by resubmitting the bid even if the change does not impact the bid price. If the bid is not resubmitted, the bid will be considered “out of date” by the system, may be deemed non-responsive by the City, and the information will not show up in the bid tabulation.

In the Receipt of Addenda Acknowledgement section below, bidders are required to acknowledge all “addenda”.

**Posted ‘Apparent Bids’ and ‘Bid Tabs’**

If a bidder does not provide data in all of the required places in their bid, they will be reminded of this three different ways in Bid Express. The last reminder is a dialogue box that pops up after the bidder clicks “submit”, asking them if they want to submit an incomplete bid. The system will allow an incomplete bid to be submitted. When this occurs, the bid will be marked with a red flag once it is “fetched” and opened. Bid Express labels this as “non-responsive”. However, the bid will not be deemed non-responsive until it has been reviewed by the City. Before the City posts the apparent bids after bids are opened, the City shall change the red flag to green and put a note in the Comments column stating that the bid is “under review”.

After the City has reviewed all bids and determined with whom to enter into contract, the City may post the Bid Tab on Bid Express. The Bid Tab will note the final outcome of any “under review” bids.

**City of Columbus Vendor Services Account**

Every entity entering into contract with the City is required to register with the City of Columbus. Register at [**https://columbusvendorservices.powerappsportals.com/**](https://columbusvendorservices.powerappsportals.com/)**.**

**Columbus City Code can be viewed at**

[**https://www.municode.com/library/oh/columbus/codes/code\_of\_ordinances**](https://www.municode.com/library/oh/columbus/codes/code_of_ordinances)

**Addenda and contact information**

**RECEIPT OF ADDENDA ACKNOWLEDGMENT**

The undersigned hereby acknowledges receipt and acceptance of all Addenda and further acknowledges that the provisions of each addendum have been included in the preparation of this bid. Addenda are published at [www.bidexpress.com](http://www.bidexpress.com). Failure to acknowledge all published Addenda shall result in the bid being deemed non-responsive.

|  |  |  |
| --- | --- | --- |
| **Date Of Addendum** | **Addendum**  **No.** | **Brief Description** |
|  |  |  |
|  |  |  |
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|  |  |  |

**Contact Information**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Business Name |  | | | | |
| Contact |  | | | | |
| Street Address |  | | | | |
| City |  | State |  | Zip Code |  |
| County |  | | | | |

|  |  |
| --- | --- |
| Phone No. |  |
| Email |  |
| No. of Columbus Based Employees |  |
| Contract Compliance No. |  |
| Company Headquarters Address |  |
| Phone No. (HQ) |  |
| Contact (HQ) |  |
|  | |

**Proposal Signature Affidavit Instructions**

1. The “Name of Affiant” must be someone other than the person signing the proposal. The Affiant is an officer of the company, acknowledging that someone else has the authority to enter into contract on behalf of the company. DO NOT put the name of the person who is signing the contract on the “Name of Affiant” line.
2. The “Name of the Person Signing Proposal/Contract” must match the name on the Digital ID used in Bid Express.
3. State whether the person signing the proposal has the authority to do so under the by-laws of the company or by board resolution. If by board resolution, list the date of adoption.
4. The Affiant, not the person signing the proposal, must sign this affidavit.
5. Once this form is completed and notarized, upload to Bid Express.

**Proposal Signature Affidavit**

|  |  |  |
| --- | --- | --- |
| County of: |  | |
| State of: |  | |
|  | | ,being duly sworn deposes and says that he/she is |

(Name of Affiant)\*

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | of |  | | | , |
| (Title) | | | |  | (Company) | | |
| a corporation organized and existing under and by virtue of the laws of the State of | | | | | | | | |
|  | | | and having its principle office at | | | | | |
|  |  |  | | | |  |  | |
| (Number and Street) |  | (City/State) | | | |  | (Zip Code) | |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Affiant further says that he/she is familiar with the records, minute books and by-laws of | | | | | | |
|  | | | | ; | Affiant further says that | |
| (Name of Company) | Is |  | | | | |
| (Name of Person Signing Proposal/Contract)  **This name must match the name on the digital ID** |  | (Title) | | | | |
| of the corporation, is duly authorized to submit a bid for | | |  | | | - |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| (Contract or Project Name)   |  |  | | --- | --- | | 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 date of adoption.)** | |
|  |
| (Signature of Affiant)\* |

\*Affiant must be someone other than the Individual signing the proposal/contract.\*

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sworn to before me and subscribed in my presences this | | | |  | day of |  | | , | 20 |  | . |
|  | | |
| (Notary Public) | | |
| My Commission Expires: |  |  | | | | |

**Joint Venture Statement of Intent**

**This form must be signed by an authorized company officer and notarized. Print this Affidavit, complete it, have it notarized, and upload to Bid Express if bid is being submitted as a Joint Venture. See “Joint Venture Instructions” in Section I (Advertisement For Bids) below. Otherwise, this form is not applicable and is not to be completed.**

Not Applicable to this Bid

We, the undersigned, each being a prequalified business entity, as has been determined by the City of Columbus’ Office of Construction Prequalification in adherence with Chapter 329.21, desire to bid as a joint venture on project:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | |  | |  |
|  |  | |  | |
| ***Project Number*** | |  | | ***Name of Project*** |

and do hereby certify that each of our respective construction prequalification status determinations is current and appropriate to the proposed joint venture.

We further state that authorization to enter into a joint venture, to submit a bid, to execute all bid documents and, if awarded a contract, to execute all contract documents, are hereby made a part of this Statement of Intent.

**Upload to Bid Express a fully executed, certified copy of the joint venture agreement between the undersigned business entities with this Statement of Intent.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | | | | | |  | | |  | | | | | | | |
| Name of business entity | | | | | | | |  | | | Name of business entity | | | | | | | |
|  | | | | | | | |  | | |  | | | | | | | |
| Signature | | | | | | | |  | | | Signature | | | | | | | |
|  | | | | | | | |  | | |  | | | | | | | |
| Title | | | | | | | |  | | | Title | | | | | | | |
| Subscribed and sworn to before me this | | | | | |  | | | Subscribed and sworn to before me this | | | | | | | | | |
|  | day of |  | | 20 |  | |  | | |  | | day of |  | | 20 |  |
| My Commission Expires: | | |  | | | |  | | | My Commission Expires: | | | |  | | | |
|  | | | | | | |  | | |  | | | | | | | |
| Notary Public | | | | | | |  | | | Notary Public | | | | | | | |

**Bidder’s Instructions and Checklist**

**DISCLAIMER** – These instructions and checklist are not intended to relieve the bidder of the responsibility to provide required information. Rather, they are offered to serve as an aid in assisting in the preparation of the bid. Notice is hereby given that the failure to submit all required information included throughout the Invitation For Bid may result in the rejection of your bid on the basis that the bid is non-responsive.

**🗸= Be Sure to Print and Fill Out Select Forms and Upload to Bid Express or Provide Requested Information in the Data Field in Bid Express**

|  |  |
| --- | --- |
|  | Proposal Signature Affidavit; print, complete, and upload to bid express 🗸 |
|  | Joint Venture Statement of Intent; print, complete, and upload to bid express if applicable 🗸  Joint Venture Agreement; print, complete, and upload to bid express if applicable 🗸 |
|  | Section I - Advertisement for Bids   * Water or Sewer Contractor Tappers license – Section D; data entry 🗸 |
|  | Section II - Bid Forms:   * Form B1 – List of Names and Addresses; data entry 🗸 * Form B2 – Bid Bond on City bond form, including:   + Surety Power of Attorney   + Most Recent Surety Financial Statement   + Current State of Ohio Department of Insurance Certificate of Compliance * Form B3 – Price and Amount; data entry 🗸 * Form B4 – Substitution Procedures/Form; submit during bidding period; data entry 🗸 * Form B5 – Subcontractors; data entry or upload to bid express 🗸 * Form B6 – Experience, Competency, Resources; data entry or upload to bid express 🗸 * Form B7– Deadlines and Cost Control; data entry or upload to bid express 🗸 * Form B8 – Availability; data entry or upload to bid express 🗸 * Form B9 – Bid Affidavit; data entry 🗸 * Form B10 – MBE/WBE Utilization Plan (if applicable) 🗸 * Form B11 – Documenting MBE/WBE Good Faith Effort (if applicable) 🗸 * Form B12 – Subcontractor Training and Benefits Affidavit (if applicable) 🗸 |
|  | Section III – Special Provisions   * SP CEX CONTRACT ESTIMATE * SP 008 CITY OF COLUMBUS MBE/WBE PROGRAM * SP 015 CITY OF COLUMBUS - PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) |
|  | Section IV – Contract Forms   * Form C1 – Contract * Form C2 – Contract Performance and Payment Bond on City bond form, including   + surety power of attorney   + most recent surety financial statement   + current Ohio Department of Insurance Certificate of Compliance * Form C3 – Contract Signature Affidavit * Contractor must also provide   + Current Workers’ Compensation Certificate for Prime and all Subcontractors   + Current insurance certificate with the City named as an additional insured * Statement About Prevailing Wages on City Funded Projects * Equal Opportunity Clause |

**I. ADVERTISEMENT FOR BIDS**

## Introduction

The City of Columbus (hereinafter “City”) is accepting bids for **insert project name, C.I.P. No. XXXXXX-XXXXXX** the work for which consists of insert brief project scope, and other such work as may be necessary to complete the contract, in accordance with the drawings, technical specifications, plans at **XXXX Drawer X** and City of Columbus Construction and Material specifications set forth in this Invitation For Bid (IFB).

This IFB contains the following sections:

* Section 1: Advertisement for Bids – This section provides a brief overview of the project and bidding process.
* Section 2: Bid Forms – This section contains bid forms B1 through B9 and B12.
* Section 3: Special Provisions – This IFB may contain special provisions. They are listed in this section.
* Section 4: Contract – The contract section contains forms and instruments that will be used in the event of contract award. Do not complete and submit the contract with your bid. The contract will be completed by the selected bidder after an award determination has been made by the City and the contract is delivered to the selected bidder for execution. The City will not negotiate the terms contained in this contract.

In order for a bid to be considered responsive, the bidder must submit ***all*** required information for the project as outlined in the IFB.

**Where & When to Submit Bid**

Bids will be received by the City of Columbus, Department of Public Service, Office of Support Services, at [www.bidexpress.com](http://www.bidexpress.com) until Insert date at 1:00 P.M. Eastern Time.

There will not be a public bid opening for this project. The opening of bids for the **insert project name** project will proceed according to City Code Chapter 329 and will be opened online and the results made available to the public via Bid Express.

**Drawings and Technical Specifications**

Drawings and technical specifications are available as separate documents at [www.bidexpress.com](http://www.bidexpress.com). Drawings and technical specifications are contract documents.

**Pre-Bid Conference**

A pre-bid conference will not be held.

**There have been many changes to the bid documents and there are new forms to complete when submitting bids. An on-line pre-bid meeting will be held on insert date, at 10:00 A.M Eastern Time. *potential BIDDERS ARE VERY STONGLY ENCOURAGED TO ATTEND THIS PRE-BID* TO LEARN ABOUT THE DOCUMENT CHANGES, HOW TO COMPLETE THE FORMS, AND THE CITY’S NEW MBE/WBE PROGRAM REQUIREMENTS.**

(WEBEX INFO).

**Prevailing wage**

Bidders are required to submit bids using current prevailing wage rates on Public Improvements in Franklin County and the City of Columbus, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division. See Section IV (Contract) for the Prevailing Wage Determination Cover Letter and Prevailing Wage Rate information. For further information, call (614) 644-2239 or visit <http://www.com.ohio.gov/dico/>.

The Prevailing Wage Guide for Contractors is available on the contracting department’s Bid Express Home Page.

**Notice To Proceed/Contract Completion**

The City anticipates issuing a notice to proceed on or about **insert date**. All work is to be complete by **insert date**.

**Bid Cancellation and Rejection**

The City may cancel the IFB, reject any or all bids in whole or in part, waive technicalities, and/or advertise for new bids, without liability to the City and when in the best interest of the City. The City shall have 180 calendar days from the date of the bid opening to provide the bidder a Notice of Award. During this 180 period, the bidder agrees to hold their bid prices.

**Questions Concerning the Bid Documents or Project**

Questions pertaining to the drawings, plans, specifications, IFB, and/or other contract documents must be submitted in writing to the Department of Public Service, Office of Support Services, by email to [capitalprojects@columbus.gov](mailto:capitalprojects@columbus.gov)through **insert date.** No phone calls will be accepted.

The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in addenda. Any interpretations of questions so raised, which in the opinion of the city or its representative require interpretations, will be issued by addenda and posted on [www.bidexpress.com](http://www.bidexpress.com).

**Questions Concerning Bid Express**

The City cannot assist with Bid Express issues or questions. For questions or help with Bid Express, contact Bid Express at 888-352-2439 or [support@bidexpress.com](mailto:support@bidexpress.com).

**Joint Venture Instructions**

Complete the “Joint Venture Statement of Intent” (above) and upload both the Joint Venture Statement of Intent and a fully executed, certified copy of the joint venture agreement between the business entities creating the joint venture.

All business entities creating the joint venture must be individually pre-qualified if pre-qualification is required.

The joint venture will need to be registered with the City of Columbus and receive a contract compliance number. Register at <https://columbusvendorservices.powerappsportals.com/>.

If any business entity of the joint venture is a foreign corporation, or an individual or partnership non-resident of the State of Ohio, the business entityshall register with the Ohio Secretary of State’s Office for the purpose of accepting service of summons, in any action in law or equity, or both, brought in the State of Ohio.

Complete the bid in the following manner:

1. The business name of the bidder shall be the name of the joint venture.
2. The joint venture shall have a digital ID, and submit their bid through Bid Express in the name of someone authorized to enter into contract on behalf of the joint venture. A one-time digital ID is available.
3. Form B1 shall include all persons and parties interested in the joint venture.
4. The bid bond shall be in the name of the joint venture and signed by an authorized representative of the joint venture.
5. The experience / resources listed shall be that of the business entities making up the joint venture.
6. For Form B9, be sure to consider all business entities that created the joint venture when responding to the Pre-Qualification Statement portion of this form.

If the contract is awarded to a joint venture, the contract shall be completed in the following manner:

1. The contract shall be signed by an authorized representative of the joint venture.
2. The performance and payment bond shall be in the name of the joint venture and signed by an authorized representative of the joint venture.
3. Insurance and Workers’ Compensation Certificates shall be in the name of the joint venture.

The purchase order created by the City shall be in the name of the joint venture.

## B. Terms and Conditions

**General Contract Provisions and Construction and Materials Specifications**

The 2018 edition of the **City of Columbus Ohio Construction and Material Specifications** **(hereafter referred to as CMS),** including any Supplemental Specifications published on the Department of Public Service’s website,is hereby made a part of these bid documents. The bidder agrees to abide by any terms and conditions regarding the submission and award of construction bids contained within the CMS unless there is a conflict between the CMS and other bid documents. If there should be a conflict between the CMS and other bid documents, or a conflict between any of the bid documents, the order of precedence listed in the CMS will prevail unless the IFB or a special provision states a different order of precedence. The bidder also agrees the CMS will become one of the contract documents if bidder is awarded the contract.

Hard copies of this document are available for examination or purchase at the Department of Public Service, 111 N. Front St., 1st Floor, Columbus, Ohio 43215 (614) 645-8376. **Note that the hard copy edition will not include any revisions (i.e., Supplemental Specifications) added after its publishing.** It is the bidder’s responsibility to stay current. An electronic version of the document, with Supplemental Specifications, can be viewed at the Department of Public Service’s website at <https://www.columbus.gov/Templates/Detail.aspx?id=64840>.

**APPLICABLE LAWS**

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, and wage theft prevention, are made a part hereof.

**REMEDIES**

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Bidder, or in the event of a contract the Contractor, arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

**SUBMISSION OF BIDS AND COSTS**

All bids and other material submitted in response to this Invitation for Bid (IFB) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror’s expense. The City is not liable for any cost associated with the preparation of the bid or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage. The City is not liable for any costs incurred by any offeror prior to the execution of the contract.

**PUBLIC RECORDS REQUESTS**

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Bidder understands that ALL documents submitted in response to this IFB are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If Bidder contends that certain CLEARLY MARKED portions of the bid constitute an exception to Ohio’s public records law, Bidder MUST submit the legal basis in support of that assertion with the bid.

If a public records request is made for any portion of the documents submitted and Bidder has NOT clearly marked such documents as information constituting an exception to Ohio’s public records law, the information will be released immediately. DO NOT mark your entire bid as information constituting an exception to Ohio’s public records law.

If a public records request is made for such information and Bidder HAS clearly marked portions of the bid as information constituting an exception to Ohio’s public records law, AND Bidder HAS submitted the legal basis supporting such claim, the City will release a redacted version of the bid to the requestor and notify Bidder a request was made and that a redacted version of the bid was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, Bidder then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio, enjoining release of the clearly marked information constituting an exception to Ohio’s public records law.

If a public records request is made for such information and Bidder HAS clearly marked portions of the bid as information constituting an exception to Ohio’s public records law, but Bidder HAS NOT submitted the legal basis supporting such claim, the City will notify Bidder of the request.  Bidder shall respond within 5 days of the notification to tell City how it intends to respond to the request.  If a response is not received from the bidder within that timeframe, City WILL RELEASE the information to the requestor.

**C. Special Provisions**

The above noted terms and conditions in the CMS may be **modified by Special Provisions, contained herein**. See Section III, entitled “**Special Provisions”** for more detail.

**D. Bid Requirements - Responsiveness Provisions**

The city reserves the right to reject a bid it deems non-responsive. Factors used to determine responsiveness are included in Columbus City Code Section 329, throughout the IFB, Special Provisions, and in the edition of the **City of Columbus Ohio Construction and Material Specifications** cited in this IFB as applicable to this bid**,** and, if necessary, in its supplemental specifications.

**Subcontractor Requirements**

Bidders are to provide information about subcontractors found on Form B5 and comply with the following requirements:

* Provide a list with its bid submission of all subcontractors the bidder intends to utilize for the project and the list shall be divided into two parts:
  + Subcontractors to be used for the base bid (including contingency and allowances)
  + Subcontractors to be used for alternates (if alternates are included in the City’s bid document)
* Bidders shall list only subcontractors who are not currently suspended or debarred by the City and who have not been listed as having had an adverse determination by the Wage Theft Commission.
* List only one subcontractor for each division of work to be performed as listed in the technical specifications, or section of work in the current edition of the City of Columbus Construction and Material Specifications, whichever is applicable, of the City’s bid document. In circumstances where the bidder determines more than one subcontractor is needed to complete a division or section of work, a bidder shall explain in writing the reason(s) why multiple subcontractors are necessary, describe the work to be performed within any subdivision of a division or subsection of a section of work, and the dollar amount allocated to any subdivision of a division or subsection of work.
* For contracts the City estimates will exceed $500,000.00, indicate which subcontractors are performing work in the licensed construction trades, as defined in City Code 329.01(s) (heating, ventilating, and air conditioning; refrigeration; electrical; plumbing; hydronics; or fire protection or firefighting equipment). State, via affidavit, that the bidder's licensed construction trade subcontractors are prequalified responsible or prequalified provisionally responsible at the time of bid submission.
* Failure to fulfill the above-stated requirements shall render the bid non-responsive

For contracts the City estimates will exceed $2,000,000.00, the bidder must submit the Subcontractor Benefits and Training Affidavit stating the bidder’s subcontractors performing any portion of the work on the project exceeding $50,000.00 meet all of the following at the time of bid submission or the bid will be considered non-responsive:

* That the subcontractor provides an adequate and affordable health insurance benefit provided by an employer to an employee as defined in City Code 329.01(q). The employer must provide the benefit as part of an overall compensation plan and the benefit cannot be limited to a specific project. A health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The Patient Protection and Affordable Care Act, or a successor to that law. The benefit must otherwise meet the requirements of a "bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition.
* That the subcontractor provides a retirement or pension plan as part of an overall compensation plan and not as a benefit limited to a specific project, as defined in City Code 329.01(mm). The plan must meet the requirements of a "bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. For the purposes of construction prequalification, the foregoing shall apply only to those persons performing construction service work, as defined by rule of the Director of Finance and Management or designee.
* For licensed construction trade subcontractors, that the subcontractor's employees meet quality training criteria as defined in City Code 329.01(gg) provided that, for purposes of full inclusion and creation of entry-level opportunities in the construction trades, up to ten (10) percent of a business entity's employees performing licensed construction trade work in Ohio may be participating in pre-apprenticeship programs, career technical programs, or otherwise have less training and experience. With respect to persons performing licensed construction trade work in Ohio, employees who have done at least one (1) of the following are considered to have had quality training:

(1) Graduated from or are participating in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council, as defined in the Ohio Administrative Code Section 4101:9-4-02(C) or a successor to that section, or the United States Department of Labor, as defined in 29 CFR 29.2(f) or a successor to that section, if such apprenticeship programs are available; or

(2) Have at least five (5) years of experience in the specific trade.

Failure to provide the subcontractor information required above, per 329.212(d)(3), will result in the bid being deemed nonresponsive.

**Changing Subcontractors**

After execution of a contract a Contractor must contact and receive written approval from the contracting department prior to changing subcontractors. A contractor must obtain written consent from the director or designee of the contracting agency prior to subletting, selling, transferring, assigning, or otherwise relinquishing any rights, title, or interest in the work to any subcontractor not listed in the bid submittal or contract, or to change subcontractors. The director or designee must, within a reasonable time, approve or disapprove a contractor's request. The decision shall be final. The contractor may seek the aforementioned written consent for reasons including, but not limited to, the following:

1. After reasonable opportunity to do so, the subcontractor fails or refuses to execute a written contract for the scope of work specified in the bid and at the price specified in the bid;
2. The subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
3. The subcontractor fails or refuses to meet the requisite licensing or bonding set before bid submittal;
4. The contractor demonstrates to the contracting agency that the name of the subcontractor was listed as the result of an inadvertent clerical error;
5. The subcontractor fails or refuses to perform its subcontract after reasonable opportunity to do so; or
6. The contractor determines that additional specialty work not reasonably anticipated in the bid must be performed by subcontract.

Contact the contracting department for the appropriate form.

**Prequalification requirements**

For contracts the City estimates will exceed $500,000.00, bidders must be pre-qualified responsible or provisionally responsible at bid due date to be awarded a contract for City construction work. Subcontractors performing work in a licensed construction trade as defined by City Code 329.01 (heating, ventilating, and air conditioning; refrigeration; electrical; plumbing; hydronics; or fire protection or firefighting equipment) must also be pre-qualified responsible or provisionally responsible at the bid due date. Bidders must submit Form B9, an affidavit confirming their prequalification status. For information on pre-qualification status, contact the Office of Construction Prequalification at (614) 645-0359 or at the following link: <http://www.columbus.gov/prequalification.aspx>.

Note that the prequalification requirements are separate from and in addition to the contract compliance requirements of the Office of Diversity and Inclusion (described in Section F below), the contractor licensing requirements of the Department of Building and Zoning Services, and the water/sewer contractor tappers license requirements of the Department of Public Utilities.

**Bid Bond**

Each bid shall contain a bid bond to ensure if the bid is accepted a contract shall be executed.

The bid bond shall be issued by a guaranty company authorized to do so under the Ohio Revised Code or by a surety who is: (1) a resident of this state; (2) worth, in the aggregate, double the sum to be secured, beyond the amount of their debts; and (3) have property liable to execution in the state equal to the sum to be secured. All bid or proposal bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance.

In the event there are mutually exclusive alternates listed on the bid sheet, the bid bond shall include the maximum value of the highest alternate(s) which increases the Bid. **The bid bond amount shall be equal to or exceed ten percent of this total amount.** Note that if the bidder submits a bid bond, the amount of said bond shall be expressed either as a percentage of the total bid or numerically in dollars and cents.

Failure to submit an acceptable bid bond shall result in the bid being deemed non-responsive.

The City will only accept bid bonds electronically in Bid Express, and Bid Express accepts bid bonds only through Surety2000 or Sure Path. More information can be found at:

Surety2000 <http://www.surety2000.com/>

SurePath <http://web.insurevision.com/>

**WATER OR SEWER CONTRACTOR TAPPERS LICENSE**

Pursuant to Columbus City Code Sections 1103.06 and 1131.01, it is unlawful for any person to perform any work on the City of Columbus water line system and appurtenances (including fire hydrants and water services up to the meter setting) or engage in sewer tapping, sewer building, or to open any sewer line in any street, alley or any public or private place or rehabilitation of any sewer or appurtenances (including manholes, inlets, and service laterals) in the City of Columbus without first securing a license to engage in such business.

**This project DOES NOT include work on a water or sewer line**

The license must be in “active” status the day of the bid opening and at the time of Work. Failure to indicate in the bid the contractor or subcontractor who shall perform the water or sewer line work and/or failure to list a contractor or subcontractor that has an “active” license on the day of the bid opening shall render the bid non-responsive.

The list of contractors with an “active” license can be found at <http://www.columbus.gov/Templates/Detail.aspx?id=65062>.

If the project does include work on a water or sanitation line, indicate the name of the contractor/subcontractor who will perform work on the water or sewer line.

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Water or Sewer Business Name

For questions about a Water/Sewer Tapper’s License contact the Department of Public Utilities at (614) 645-8276 or <http://www.columbus.gov/Templates/Detail.aspx?id=65062>

**Substitutions**

Pursuant to Columbus City Code Sections 329.23(j), a bid will be found to be non-responsive if it contains “alterations, omissions, or errors such that, in the judgment of the City, the bid does not respond to the IFB in all material respects, or contains irregularities or deviations from the IFB that affect the amount of the bid or otherwise gives the bidder a competitive advantage.”

There are cases, however, where the bidding of substitutions may be permissible. When allowed by the contracting agency, Form B4 shall be used to propose substitutions to specifications and/or provisions put forth herein. Proper procedures for proposing substitutions are found in Section II (entitled “Bid Forms”). Be sure to follow these procedures carefully; failure to follow them may result in the bid being deemed non-responsive.

Requests for substitutions of products will be considered no later than seven (7) days prior to the Bid Opening Date to allow time for Architect/Engineer's evaluation of substitutions and the preparation of an addendum, if required. Substitutions submitted with the bid will not be accepted unless they were pre-approved by following the instructions for requesting substitutions in this section.

**Substitutions ARE NOT permitted during the advertising period**

**Other Responsiveness Provisions**

Other responsiveness provisions, on which the bid will be evaluated include:

* Whether bidder has submitted more than one proposal for the same work from an individual or entity under the same or different name, or corporation under the same name, or corporations with one or more of the same persons as officers or directors of such corporations, or corporations which are holding companies, parent companies or holding companies that are subsidiaries of such corporations;
* Whether bid prices are materially unbalanced as defined in the relevant sections of the technical specifications manual specified in the IFB, where applicable;
* Whether bidder has failed to comply with technical pre-qualification requirements as defined in the relevant sections of the technical specifications specified in the IFB, where applicable;
* Whether the bid contains conditions or qualifications not provided in the IFB;
* Whether the bidder failed to acknowledge addenda or the bid does not contain complete forms required to be included in the bid and the city determines that the bidder's bid does not respond to the invitation for bid in all material respects or contains irregularities or deviations which affects the amount of the bid or otherwise gives the bidder a competitive advantage;
* Whether bidder adds a provision reserving the right to accept or reject an award;
* Whether bidder fails to submit a unit price for each contract item listed, when required by the technical specification;
* Whether bidder fails to submit a lump sum price where required;
* Whether the bidder fails to submit the required bid guarantee or submits an irregular bid guarantee for the amount required.
* Whether the bid contains other alterations, omissions, or errors such that, in the judgment of the city, the bid does not respond to the invitation for bid in all material respects, or contains irregularities or deviations from the invitation for bid that affect the amount of the bid or otherwise gives the bidder a competitive advantage;
* Whether the bidder has complied with the requirements of City Code regarding subcontractors.

**E. Bid Requirements – Responsibility Provisions**

Pursuant to Columbus City Code 329, each bid submitted shall be evaluated for the following project-specific responsibility factors:

(a) Whether the bidder has actively engaged in the construction industry and has experience in the area of construction service for which the bid has been submitted.

(b) Whether the bidder has a successful record of complying with and meeting completion deadlines as well as controlling costs on similar construction projects.

(c) Whether the bidder has demonstrated to the City’s satisfaction adequate and appropriate resources, including, but not limited to, specialized equipment, human resources and bonding capacity for the project.

(d) Whether the bidder has substantial uncompleted work that would hinder the success of the project.

(e) With respect to a bidder whose bid is determined to be ten (10) percent or more below that of the next low bidder, supplemental details regarding the bid and/or historical information regarding performance and costs on similar contracts to determine the bidder’s ability to complete the contract at the price specified.

Enter data into Bid Express or print and upload Forms B6, B7, and B8 (found in Section II, entitled “Bid Forms”) to fulfill the responsibility provision requirement of your bid.

**F.** **Miscellaneous Provisions**

**Executive Order 2015-01 “Tree Protection and Mitigation Policy”**

The contractor shall comply with Executive Order 2015-01, which is available online at <https://www.columbus.gov/Templates/Detail.aspx?id=85009>. This Executive Order is a contract document.

**Contract performance and payment bond**

If the contract amount is to be in excess of $100,000.00, the successful bidder will be required to secure a contract performance and payment bond in the amount of 100 percent of the contract price, including the guarantee period, in accordance with Columbus City Code Chapter 329 and the current edition of the **City of Columbus Ohio Construction and Material Specifications (CMS)**, to assure the faithful performance of the work.

The Contractor shall use the performance and payment bond form attached as Form C2 in Section IV (Contract) of this IFB document. The performance and payment bond shall be issued by a guaranty company authorized to do so under the Ohio Revised Code or by a surety who is: (1) a resident of this state; (2) worth, in the aggregate, double the sum to be secured, beyond the amount of their debts; and (3) have property liable to execution in the state equal to the sum to be secured.

All bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance. Failure to execute the contract and file an acceptable performance and payment bond(s) shall be cause for cancellation of the award and the city may file a claim under the bond.

If a contractor has not commenced his work within a reasonable time, or does not carry the same forward with reasonable progress, or is improperly performing his work, or has abandoned, or fails or refuses to complete a contract entered into under Chapter 329 of the Columbus City Code, the director of the contracting agency shall make a finding to that effect and so notify the contractor in writing, and the rights of the contractor to control and supervise the work shall immediately cease, per the CMS.

The director shall forthwith give written notice to the sureties on the bonds of such contractor of such action. If, within ten days after the receipt of such notice, such sureties on the contract performance and payment bond or any one or more of them notify the director in writing of their intention to enter upon and complete the work covered by such contract, such sureties shall be permitted to do so and the director shall allow them thirty days, after the receipt of such notice in writing, within which to enter upon the work and resume construction, unless such time is extended by the director for good cause shown. If such sureties do not carry the same forward with reasonable progress, or if they improperly perform, abandon, or fail to complete the work covered by any such contract, the director shall complete the same in the manner provided in this section. In the event the sureties on the contract performance and payment bond, or any one or more of them, notify the director in writing of their intention to enter upon and complete the work covered by such contract, and then fail or refuse to so complete, any additional costs reasonably incurred by the director as a result of such failure or refusal shall be computed by the director and become the liability of such surety, which is not limited by the amount of the contract performance and payment bond. If the surety fails to pay such amount, the director shall certify the facts to the Columbus City Attorney, who shall proceed to collect such additional costs from the surety.

If, after receiving notice of the action of the director in terminating the control of the contractor over the work covered by his contract, the sureties on such contract performance and payment bond do not within ten days give the director the written notice provided for in this section, the director shall cause that portion of the work which remains uncompleted to be re-estimated and re-let in accordance with the requirements applicable to original bids; or in the event the director determines with the approval of the Mayor an extraordinary emergency exists, the director may contract for the completion of the work without advertising the bids, if the director considers it to be in the best public interest.

Before entering into a contract for the completion of any such improvement, the director shall require a contract performance and payment bond with sufficient sureties each in an amount equal to one hundred percent of the estimated cost of completing the work, and conditions relating to the bonds of original contractors shall apply to such bonds.

If the cost of completing any such improvement exceeds the portion of the contract price remaining unpaid to the original contractor at the time of the default, such excess shall be computed by the director and becomes the liability of such contractor or surety or both. If either the contractor or surety fails to pay such amount, the director shall certify the facts to the Columbus City Attorney, who shall proceed to collect such excess cost from the contractor and the sureties upon the contract performance and payment bond, and the amount so collected shall be paid into the city treasury to the credit of the fund from which the excess cost was originally paid.

**Contract Signature Affidavit**

Form C3 “Contract Signature Affidavit” of Section IV (Contract) of this IFB shall be used if the individual signing the contract is **NOT** an Officer or Member of the Company. As with Form C1, this should only be completed when necessary by the successful bidder.

**Contract Compliance Requirements**

All contractors and subcontractors who are party to a contract as defined in Columbus City Codes must hold valid contract compliance certification numbers before the contract is executed. A contractor, or any of their subcontractors, who do not have a valid contract compliance number will be given seven business days after the bid due date to obtain a number or to renew expired numbers. If said information has not been obtained or renewed within 7 business days from the bid submittal date, the bid may be deemed non-responsive and may no longer be considered. The City is not responsible for notifying bidders of expired contract compliance numbers after bid submission.

Contract compliance certification numbers are assigned and renewed by the Office of Diversity and Inclusion (ODI). Information on contract compliance certification is available at [https://www.columbus.gov/odi/supplier-diversity/Business-Certifications/.](https://www.columbus.gov/odi/supplier-diversity/Business-Certifications/.%20)

Office of Diversity and Inclusion

1111 East Broad Street, Suite 203

Columbus, Ohio 43205

(614) 645 –4764

MBE/FBE Certification and Contract Compliance

**Contractor’s License**

For questions about a Contractor’s License, contact the Department of Building and Zoning Services at (614) 645-7433 or <http://www.columbus.gov/bzs/contractor-licensing-and-registration/Contractor-Licensing-Registration/>

**Bid Discount**

City certified MBE/WBE firms that submit a bid may be eligible to receive a bid discount of 5% of the bid amount. The maximum discount shall not exceed $50,000.00. To be eligible for the bid discount the firm must:

* Be the prime contractor or an Office of Diversity and Inclusion (ODI) approved joint venture.
* Be certified by ODI as an MBE/WBE capable of providing the type of professional services sought by the City at the bid due date.
* Be a member of the ethnic and gender groups determined by the City’s 2019 Disparity Study to have a statistically significant disparity in the awarding of City professional services contracts. (The eligible groups for construction are all City certified MBE/WBE’s except Hispanic American Males.)
* Submit a completed FORM B13 (Bid Discount / Proposal Incentive Credit Request Form) with the bid.

The bid discount is only considered in determining low bidder. The contract amount will be the full value of the bid if a bidder is awarded the contract through the use of the bid discount.

**END OF SECTION**

# BID FORMS

**FORM B1**

**Interested Parties**

TO THE CITY OF COLUMBUS, OHIO FOR construction of the **insert project name Project, C.I.P. No. insert project number** and doing such other work incidental thereto, all in accordance with the plans located at **insert drawer number** technical specifications, and City of Columbus Construction and Material Specifications, including Supplemental Specifications, provided therefore.

The digital signer of this Bid, as Bidder, understands that the work for which this Bid is submitted is based on the prevailing wage rates herein, which prevailing wage rates, if the Contract is awarded to the said Bidder and entered into by the City of Columbus, Ohio, and the said Bidder, will be paid to the various classes of labor employed upon the work.

EVERY BIDDER MUST TAKE NOTICE OF THE FACT THAT EVEN THOUGH ITS BID MAY BE ACCEPTED AND THE DOCUMENTS SIGNED BY THE BIDDER TO WHOM AN AWARD IS MADE AND BY THE DIRECTOR OF PUBLIC SERVICE ON BEHALF OF THE CITY, THAT NO SUCH AWARD OR SIGNING BY THE DIRECTOR OF PUBLIC SERVICE ON BEHALF OF THE CITY SHALL BE CONSIDERED A BINDING CONTRACT WITHOUT APPROVAL OF LEGISLATION BY CITY COUNCIL AUTHORIZING SUCH CONTRACT AND/OR EXPENDITURES, THE PROPER CERTIFICATE BY THE CITY AUDITOR THAT FUNDS ARE AVAILABLE TO COVER THE COST OF THE WORK TO BE DONE, NOR WITHOUT THE APPROVAL OF THE CITY ATTORNEY AS TO THE FORM AND LEGALITY OF THE CONTRACT AND ALL THE PERTINENT DOCUMENTS RELATING THERETO HAVING BEEN APPROVED BY SAID CITY ATTORNEY. The Auditor’s CERTIFICATE associated with this contract REPRESENTS THE MAXIMUM FINANCIAL OBLIGATION OF THE CITY UNDER THE CONTRACT UNLESS AND UNTIL all of the following occur: THE CONTRACT IS MODIFIED IN WRITING AND ADDITIONAL FUNDS have been appropriated by City Council, the availability of such funds have been certified by the City Auditor, and the form thereof has been approved by the City Attorney. SUCH BIDDER IS HEREBY CHARGED WITH THIS NOTICE.

The digital signer of the Bid, as bidder, also declares that the only person, persons, company or parties interested in this Bid are named in this Bid, that the bidder has carefully examined the Invitation For Bid, Addenda, Contract, Specifications, Supplemental Specifications, Special Provisions, Bid and Contract Guarantee Requirements, Contract Drawings, and all other provided documentation and that the bidder's representative has made such investigation as is necessary to determine the character and extent of the work and it proposes and agrees that if this Bid is accepted the bidder will contract with the City of Columbus, Ohio, in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, tools, and apparatus, to do all the work required to complete the Contract within the time mentioned in the Invitation For Bid and according to the requirements of the City as herein and hereafter set forth, and furnish the required bid guarantees requirements included in the IFB.

**FORM B1 (Continued)**

If the foregoing bid shall be accepted by the City of Columbus, Ohio, and the Bidder shall fail to execute a satisfactory contract as stated in the IFB and the current edition of **City of Columbus Ohio Construction and Material Specifications Manual**, then the City may, at its own option, determine that the Bidder has abandoned the Contract, and thereupon this Bid shall be null and void, and the bid guarantee accompanying this bid shall be forfeited to and become the property of the City and shall be paid to the City as stipulated for liquidated damages, otherwise the bid guarantee accompanying this Bid shall be returned to the undersigned as specified herein.

The full names and residential addresses of all persons and parties interested in the foregoing bid are as follows: (If corporation, give the name and full addresses of the President and Secretary; if firm or partnership, list not only the names and addresses of the partners, but also the name and address of any person with whom bidder has any type of agreement whereby such person's improvement, enrichment, employment or possible benefit whether subcontractor, material supplier, agent, or employee is contingent upon the award of the contract to the bidder).

|  |  |
| --- | --- |
| **Name (Print)** | **Address** |
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**FORM B2**

**INSTRUCTIONS:**

The Bidder’s surety shall upload the bid bond and related documents through either Surety2000 or SurePath: bid bond form (for SurePath only, available on SurePath for surety agents), surety power of attorney, most recent surety financial statement, and current State of Ohio Department of Insurance Certificate of compliance.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Bid Bond** | | | | | | |
| KNOW ALL PERSONS BY THESE PRESENTS: That we, | | | |  | | |
|  | | | | | | |
| as the undersigned ‘Contractor’ and hereinafter referred to as the Principal, and | | | | | | |
|  | | | | | | |
| a corporation organized under the laws of the State of | | | |  | | |
| and duly authorized to transact business within the State of Ohio, as Surety, hereinafter referred to as Surety, are held and firmly bound unto the **City of Columbus, Ohio**, as Obligee, hereinafter referred to as Obligee, in the penal sum of **TEN PERCENT (10%)** **OF THE TOTAL** **AMOUNT OF THE BID, OR NUMERICALLY IN DOLLARS AND CENTS**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (numerically in dollars and cents)  for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. | | | | | | |
| WHEREAS, the Principal has submitted a bid for | | | | | | |
| NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE BID OF the Principal for all the work as stipulated in said Bid, including all the work incidental thereto, in accordance with the plans and specifications provided thereof, all within the City of Columbus, is accepted by the Obligee and a Contract awarded to the above named Principal, and the said Principal shall within ten (10) days after Notice of Award enter into a Contract in writing, and furnish the required Contract Performance and Payment Bond with surety or sureties, approved by the City, then this obligation shall be null and void; otherwise, the same shall be in full force and virtue by law, and the full amount of this Bid Bond will be paid to the City of Columbus, as stipulated or liquidated damages.  **FORM B2 (Continued)** | | | | | | |
| **Signed this** |  | **Day of** |  | | **20** |  |

|  |  |  |
| --- | --- | --- |
| **Contractor / Principal\*:**  **Contractor:** | | |
|  |  |  |
| contractor name |  | corporation, partnership, company  or individual |
|  |  |  |
| By: Name (signature) |  | Print: Name and Title |

**Surety:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| By: Name (signature) |  | Print: Name and Title |

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

Surety Address

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

Bond Number

(The person signing for the Contractor/Principal and Surety shall sign their own name and indicate their respective title. Anyone signing for a Corporation shall show their authority to bind the Corporation by Affidavit.)

\*Contractor must indicate whether it is a Corporation, Partnership, Company, or Individual

All notices for the City of Columbus regarding this bond shall be emailed to:

City of Columbus

Department of Public Service

111 North Front Street, Fourth Floor

Columbus, Ohio 43215

Attn: Max Bauman

[mabauman@columbus.gov](mailto:mabauman@columbus.gov)

**FORM B3**

**Bid Price and Amount**

Bids will be evaluated according to the “Total Evaluated Cost,” defined as the base bid, plus contingency, plus owner-selected alternates (if applicable and awarded at the City’s discretion). The base bid may include some or all of the following: lump sum labor, lump sum materials, unit prices, and allowances.

The bid amount will be used to determine the Contract Sum. The Contract Sum shall not be exceeded, and the City shall have no liability for any costs beyond the Contract Sum unless and until all of the following occur: the contract is modified in writing, additional funds have been appropriated by City Council, the availability of such funds has been certified by the City Auditor, and the form thereof has been approved by the City Attorney.

**A list of reference items, allowances, contingency, and alternates, as applicable, is available with the project information on Bid Express.**

**Enter bid prices and / or amount at** [www.bidexpress.com](http://www.bidexpress.com)**.**

When a bidder selects a project to bid on in Bid Express, all data entry fields in Bid Express are blank. Bidders must enter a numerical value for all required price fields, including all alternates where applicable. If the City department will allow a $0.00 bid for an item, the bidder will need to enter a numeric value of $0.00. FAILURE TO ENTER A NUMERICAL VALUE FOR EACH FIELD SHALL RENDER THE BID NON-RESPONSIVE.

**FORM B4**

1. **Substitution Procedures**

**I**. **GENERAL – Use this form for proposing substitutions.**

* 1. This Section applies to substitute products and procedures requested by the Bidder to be added during the advertising period.
  2. Requirements of this Section are in addition to the requirements in the Advertisement For Bid, and attached Special Provisions, if applicable.

## Requests for substitutions of products will be considered no later than seven (7) days prior to the Bid Opening Date to allow time for Architect/Engineer's evaluation of substitutions and the preparation of an addendum, if required.

* 1. Architect/Engineer will issue the addendum to all Bidders to notify them of the Architect/Engineer's decision to accept or reject the requested substitution.

# LIMITATIONS ON SUBSTITUTIONS

## Substitutions will NOT be considered unless “Substitution Request Form” is used and the requirements of this section and other “Substitution Request Form” are fully complied with.

* 1. Architect/Engineer will determine the acceptability of all substitutions.

1. **REQUEST FOR SUBSTITUTIONS**
   1. Bidder’s Representation: Request for substitution constitutes a representation that the bidder:

### Has investigated the proposed product and has determined that it is equal to or superior in all respects to the specified product;

### Will provide same type of or better warranty for substitution as for specified product;

### Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects;

### Waives all claims for additional costs related to substitutions which consequently become apparent;

### Assures that all cost data is complete and includes all related cost under this Contract; and

### Has thoroughly investigated the proposed substitute to determine if license fees and royalties are pending on the proposed substitute.

B. Request for substitutions shall be submitted on “Substitution Request Form” included with this document. Legible copies of this form shall be made as required for Bidder's submittals. Each submittal request form shall be complete with data substantiating compliance of proposed substitution with requirements of the IFB including the following information:

### FORM B4 (Continued)

### Project title and project number.

* + 1. Identification of product specified including specification section and paragraph number.
    2. Identification of proposed substitute complete with manufacturer's name and address, trade name of product, model or catalog number and product data.
    3. List of fabricator and supplier (with address and phone number) for proposed substitute.
    4. The effect of substitution on dimensions, material thickness, wiring, piping, ductwork, etc. indicated in Contract Documents.
    5. The effect of substitution on other trades.
    6. The effect of substitution on construction schedule.
    7. Differences in quality and performance between specified product and proposed product.
    8. Comparison of manufacturer's guarantees of specified product and proposed substitute.
    9. Availability of maintenance services and replacement materials for proposed substitute.
    10. License fees and/or royalties pending on proposed substitute.

1. **SUBMITTAL PROCEDURES**
   1. Submit a separate “Substitution Request Form” for each substitution.
      1. Form shall be completely and properly filled in. If form is incomplete, the Architect/Engineer reserves the right to reject and return form to Bidder for completion and compliance with this section. Revised forms shall be submitted no later than the seven (7) days prior to the Bid opening date.
      2. Submit to Architect/Engineer two copies of the completed and signed form. [Enter information here as to where and how the form shall be submitted if substitutions are acceptable].

**FORM B4 (Continued)**

1. **Substitution Request Form**

The purpose of this form is to meet the substitution requirements specified in these procedures.

PROJECT TITLE & NO. Click here to enter text.

**SEND TO:**

|  |  |
| --- | --- |
| Company Name |  |
| Room, Suite No. |  |
| Street Address |  |
| City, State, Zip Code |  |
| Telephone No.; Fax No. |  |
| Contact Name, Email Address |  |
| ATTN: |  |

|  |  |
| --- | --- |
| Specified Item: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Section: |  | Paragraph: |  |

|  |
| --- |
| **Proposed Substitute\*:** |

\*Attach complete description, catalog, spec data, and laboratory tests if applicable

|  |
| --- |
| 1. **What effect will substitution have on dimensions, gauges, weights, etc. indicated in Contract Documents?** |
|  |

|  |
| --- |
| 1. **What effect will substitution have on wiring, piping, ductwork, etc. indicated in Contract Documents?** |
|  |

**FORM B4 (Continued)**

|  |
| --- |
| 1. **What effect will substitution have on other trades?** |
|  |

|  |
| --- |
| 1. **What effect will substitution have on construction schedule?** |
|  |

|  |
| --- |
| 1. **What are the differences in quality and performance between proposed substitute and specified product?** |
|  |

|  |
| --- |
| 1. **Manufacturer's guarantees of the specified products and proposed products are**   **same:  different:**  **Explain Below** |
|  |

|  |
| --- |
| 1. **There [are: ] [are no: ] license fees and royalties pending on the proposed substitute. Explain Below:** |
|  |

1. List (on separate sheet), if applicable, the availability of maintenance services and replacement materials for proposed substitute.
2. List (on separate sheet) names, addresses and phone numbers of fabricators and suppliers for proposed substitute.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FORM B4 (Continued)**

|  |  |
| --- | --- |
| Firm |  |
| Street Address |  |
| City, State, Zip Code |  |
| Name and Title of Person Signing (Please Print) |  |
| Signature |  |
| Telephone No. |  |

1. SUBMITTED TO ARCHITECT/ENGINEER BY:Click here to enter text.

Date:Click here to enter a date.

|  |  |
| --- | --- |
| Firm |  |
| Street Address |  |
| City, State, Zip Code |  |
| Name and Title of Person Signing (Please Print) |  |
| Signature |  |
| Telephone No. |  |
| Fax No. |  |
| Email Address |  |

1. ARCHITECT/ENGINEER’S REVIEW COMMENTS:

|  |  |  |  |
| --- | --- | --- | --- |
| Tentatively Accepted (pending issuance of Addendum) |  | Rejected due to incomplete form |  |
| Not Accepted |  | Received Too Late |  |

|  |  |
| --- | --- |
| Signature: |  |
| Date: |  |

|  |
| --- |
| **Remarks:** |

**FORM B5**

**E. Subcontractors**

Pursuant to Columbus City Code Chapter 329, Bidders seeking to subcontract some portion of the proposed bid shall ***list all subcontractor information*** requested in the table below. If the bid includes alternates (as shown on Form B4), the Bidder shall separately list all first-tier subcontractors and licensed trade subcontractors who would perform the alternate work if the alternate work were to be awarded.

Licensed trade subcontractors are no longer required to be prequalified on contracts the City estimates will be $500,000.00 or less. For contracts the City estimates will exceed $500,000.00, Bidder is required to further identify first-tier subcontractors defined by the City as licensed construction trade subcontractors and their prequalification status. **Licensed Construction Trade subcontractors include**: heating, ventilating, and air conditioning, refrigeration, electrical, plumbing, hydronics, or fire protection or firefighting equipment installation.

In circumstances where the Bidder determines that more than one subcontractor is needed to complete a division or section of work as indicated in the Technical Specifications or CMS (e.g. one subcontractor would do the base bid work, one subcontractor would do the alternate work), the Bidder shall explain in writing the reason(s) why multiple subcontractors are necessary, describe the work to be performed within any Technical Specification subdivision of a division or CMS subsection of a section of work, and the dollar amount allocated to any subdivision of a division or subsection of work.

Failure to list all subcontractors for the base bid (including allowances) and all alternates shall render the bid non-responsive. For contracts the City estimates to be in excess of $500,000.00, failure to list all licensed construction trade subcontractors and their pre-qualification status shall render the bid non-responsive.

The awarded prime contractor shall provide copies of each subcontractor’s current Workers’ Compensation certificate when returning the signed contract to the City. Proof of subcontractor’s Workers’ Compensation is also needed if a new first-tier subcontractor is added during the project.

Even though this form only requires the bidder to list subcontractors, the City reserves the right to request, and the contractor shall promptly furnish, copies of any or all subcontracts and supply agreements regardless of tier in accordance with Columbus City Code Section 329.20(i).

**FORM B5 (Continued)**

**EXAMPLE of completed form b5**

|  |
| --- |
| **Subcontractor 1** |
| **Company Name** |
| **ABCD Electrical** |
| **Address** |
| **123 Main street columbus oh 43215** |
| **Contact Name** |
| **John jones** |
| **Phone Number** |
| **614-999-9999** |
| **Contract Compliance Number** |
| **12-3456789** |
| **Type of Work** |
| **ELECTRICAL** |
| **Proposed dollar value of work and percentage** |
| **$100,000.00 / 10.00%** |
| **If there are multiple subcontractors for one type of work, please explain why** |
| **this subcontractor shall work on the street lighting** |
| **Licensed Trade Contractor (yes or no) – Only Required for contracts the city estimates will EXCEED$500,000** |
| **Yes** |
| **If a Licensed Trade Contractor, give trade name or discipline type - Only Required for contracts the city estimates will EXCEED $500,000** |
| **electrical** |
| **If a Licensed Trade Contractor, supply prequalification expiration date - Only Required for contracts the city estimates will EXCEED $500,000** |
| **5/5/24** |
| **If a Licensed Trade Contractor, supply CMS section for the trade - Only Required for contracts the city estimates will EXCEED $500,000** |
| **CMS ELECTRICAL SECTION** |

**FORM B5 (Continued)**

**Office of Diversity and Inclusion**

**The City of Columbus encourages the inclusiveness of minority and female owned businesses within the City's procurement process and to facilitate the equitable awarding of contracts to minority and female business enterprises.**

**Please contact the Office of Diversity and Inclusion at 614-645-4764 or** [ODI@columbus.gov](mailto:ODI@columbus.gov) **for an updated list of companies certified and registered by the City of Columbus Office of Diversity and Inclusion (ODI) that have expressed an interest in performing work related to Department of Public Service construction projects.**

|  |
| --- |
| **Subcontractor 1** |
| **Company Name** |
|  |
| **Address** |
|  |
| **Contact Name** |
|  |
| **Phone Number** |
|  |
| **Contract Compliance Number** |
|  |
| **Type of Work** |
|  |
| **Proposed dollar value of work and percentage $/%** |
|  |
| **If there are multiple subcontractors for one type of work, please explain why** |
|  |
| **Licensed Trade Contractor (yes or no) – Only Required for contracts the city estimates will EXCEED $500,000** |
|  |
| **If a Licensed Trade Contractor, give trade name or discipline type – Only Required for contracts the city estimates will EXCEED $500,000** |
|  |
| **If a Licensed Trade Contractor, supply prequalification expiration date – Only Required for contracts the city estimates will EXCEED $500,000** |
|  |
| **If a Licensed Trade Contractor, supply CMS section for the trade – Only Required for contracts the city estimates will EXCEED $500,000** |
|  |

**FORM B5 (Continued)**

**Blank Form B5**

**Information for this form can be manually entered into Bid Express or the form can be printed, completed, and uploaded to Bid Express. If there are no subcontractors on the project, please enter that into Bid Express and do not upload this form.**

**FORM B6**

**Experience, Competency, and Resources**

The purpose of this form is to demonstrate the bidder’s experience and competency in the construction industry by documenting a safety program, human resources, machinery, equipment, plant, and other relevant resources available for City projects. **Information for this form can be manually entered into Bid Express or the form can be printed, completed, and uploaded to Bid Express.**

**Safety Program**

Identify safety personnel, including company name, name of individual, telephone number, and description of program.

|  |  |  |  |
| --- | --- | --- | --- |
| **Company Name** | **Name of**  **Safety Professional** | **Phone**  **Number** | **Briefly Describe Type of Program** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Equipment**

Identify equipment available for this project. If leased or rented for less than one year, please indicate so.

|  |  |  |  |
| --- | --- | --- | --- |
| **Equipment Description** | **Quantity** | **Owned** | **Leased/**  **Rented** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Proposed Project Management Team**

Identify the project management team by position, name, years of applicable work experience, and description of applicable work for this project. This information should be specific to the project that is being proposed.

|  |  |  |  |
| --- | --- | --- | --- |
| **Management Position/Title** | **Name** | **Years of Exp.** | **Description of Relevant Experience** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**FORM B7**

**Deadlines and Cost Control**

The purpose of this form is to assess the bidder’s record of complying with and meeting deadlines and successfully controlling costs awarded on similar construction projects. This consideration includes a review of the bidder’s recent experience and record in the construction industry, including original contract price for each construction job undertaken by the bidder, amount of change orders, cost overruns, etc.

Provide the information below for three (3) recent, completed projects (from the most current completion date to the least) that are similar to project on which you are bidding. You may include projects where the bidder was a subcontractor. **Information for this form can be manually entered into Bid Express or the form can be printed, completed, and uploaded to Bid Express. Be sure to provide information for three (3) projects.**

**No applicable projects for bidder**

***Project Name:***

**Contracting Company and Project Owner Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Contracting Company Name1 |  |  | Project Owner3 |  |
| City/State |  | Owner Contact Name4 |  |
| Project Manager Name2 |  | Owner Contact Phone No |  |

**Project Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Original Completion Date |  | Final Completion Date |  |
| Original Contract Amount |  | Final Contract Amount5 |  |
| Total Amount of Change Orders |  | Change Orders - # of: |  |

**Detailed Change Order Information**

|  |  |  |
| --- | --- | --- |
| **Change Order Amount** | **Description** | **Reason** |
|  |  |  |
|  |  |  |
|  |  |  |

**FORM B7 (Continued)**

**Punch List Information**

|  |  |
| --- | --- |
| **Questions** | **Please Explain** |
| Was there a punch list issued and completed after the completion date? If yes, explain. |  |
| Is there any item on the punch list still in dispute? If yes, explain. |  |

**Footnotes for “Contracting Company or Project Owner Information” and “Project Information” sections.**

1. Name of general contractor for the listed project. If bidder is subcontractor, give name of general contractor.
2. Project manager at (above named) contracting company.
3. Entity which contracted for work.
4. Contact person at (above named) entity which contracted for work.
5. Final amount paid on contract, including all change orders.

***Second Project Name:***

**Contracting Company or Project Owner Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Contracting Company Name1 |  |  | Project Owner3 |  |
| City/State |  | Owner Contact Name4 |  |
| Project Manager Name2 |  | Owner Contact Phone No |  |

**Project Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Original Completion Date |  | Final Completion Date |  |
| Original Contract Amount |  | Final Contract Amount 5 |  |
| Total Amount of Change Orders |  | Change Orders - # of: |  |

**FORM B7 (Continued)**

**Detailed Change Order Information**

|  |  |  |
| --- | --- | --- |
| **Change Order Amount** | **Description** | **Reason** |
|  |  |  |
|  |  |  |
|  |  |  |

P**unch List Information**

|  |  |
| --- | --- |
| **Questions** | **Please Explain** |
| Was there a punch list issued and completed after the completion date? If yes, explain. |  |
| Is there any item on the punch list still in dispute? If yes, explain. |  |

**Footnotes for “Contracting Company or Project Owner Information” and “Project Information” sections.**

1. Name of general contractor for the listed project. If bidder is subcontractor, give name of general contractor.
2. Project manager at (above named) contracting company.
3. Entity which contracted for work.
4. Contact person at (above named) entity which contracted for work.
5. Final amount paid on contract, including all change orders.

***Third Project Name:***

**Contracting Company or Project Owner Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Contracting Company Name1 |  |  | Project Owner3 |  |
| City/State |  | Owner Contact Name4 |  |
| Project Manager Name2 |  | Owner Contact Phone No |  |

**FORM B7 (Continued)**

**Project Information**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| Original Completion Date |  | Final Completion Date |  |
| Original Contract Amount |  | Final Contract Amount 5 |  |
| Total Amount of Change Orders |  | Change Orders - # of: |  |

**Detailed Change Order Information**

|  |  |  |
| --- | --- | --- |
| **Change Order Amount** | **Description** | **Reason** |
|  |  |  |
|  |  |  |
|  |  |  |

**Punch List Information**

|  |  |
| --- | --- |
| **Questions** | **Please Explain** |
| Was there a punch list issued and completed after the completion date? If yes, explain. |  |
| Is there any item on the punch list still in dispute? If yes, explain. |  |

**Footnotes for “Contracting Company or Project Owner Information” and “Project Information” sections.**

1. Name of general contractor for the listed project. If bidder is subcontractor, give name of general contractor.
2. Project manager at (above named) contracting company.
3. Entity which contracted for work.
4. Contact person at (above named) entity which contracted for work.
5. Final amount paid on contract, including all change orders.

**FORM B8**

**Availability**

The purpose of this form is to collect information on substantial uncompleted work, the existence of which might, in the judgment of the City, hinder or prevent the prompt completion of the work that is the subject of the request for quotes. **Information for this form can be manually entered into Bid Express or the form can be printed, completed, and uploaded to Bid Express.** Provide information below for the top three (3) current public or private projects, by dollar amount, current in progress for bidder.

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Contracting Company Name1 |  | Project Manager Name2 |  |
| Project Name/Title |  | Project Owner3 |  |
| Location/City |  | Owner Contact Person4 |  |
| Original Contract Amount |  | Owner Contact Phone No. |  |
| Original Projected Completion Date |  | Current Completion Date |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Contracting Company Name1 |  | Project Manager Name2 |  |
| Project Name/Title |  | Project Owner3 |  |
| Location/City |  | Owner Contact Person4 |  |
| Original Contract Amount |  | Owner Contact Phone No. |  |
| Original Projected Completion Date |  | Current Completion Date |  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| Contracting Company Name1 |  | Project Manager Name2 |  |
| Project Name/Title |  | Project Owner3 |  |
| Location/City |  | Owner Contact Person4 |  |
| Original Contract Amount |  | Owner Contact Phone No. |  |
| Original Projected Completion Date |  | Current Completion Date |  |

**Footnotes for “Contracting Company or Project Owner Information” and “Project Information” sections.**

1. Name of general contractor for the listed project. If bidder is subcontractor, give name of general contractor.
2. Project manager at (above named) contracting company.
3. Entity which contracted for work.
4. Contact person at (above named) entity which contracted for work.

**FORM B9**

**Bid Affidavit**

The bidder, by submitting and digitally signing the bid, attests that to the best of his/her knowledge and belief:

**Non-Collusion Statement:**

* The prices 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 prices with any other Bidder or with any competitor.
* Neither the Bidder nor any of its officers or directors has any financial nor ownership interest in or are affiliated in any way with any other bidder on the same Contract.
* Unless otherwise required by law, the prices which have been quoted 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 or to any competitor.
* No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**Pre-Qualification Statement (check the box that applies):**

* The City estimated the contract amount will not exceed $500,000.00 so prequalification requirements do not apply.
* The City estimates the contract amount will be in excess of $500,000.00, the bidder and all proposed licensed trade subcontractors are pre-qualified responsible or pre-qualified provisionally responsible or will be pre-qualified responsible or pre-qualified provisionally responsible by the bid due date, and that as of the date of this bid submission, the information disclosed in the bidder’s application for responsibility pre-qualification is current and accurate and there have been no changes to the information on the application since its submission.
* The City estimates the contract amount will be in excess of $500,000.00, the bidder and all proposed licensed trade subcontractors are pre-qualified responsible or pre-qualified provisionally responsible or will be pre-qualified responsible or pre-qualified provisionally responsible by the bid due date, and that changes in the information disclosed in the bidder’s application for responsibility prequalification have been reported to the City’s Director of Finance and Management or designee and that the bidder is still prequalified responsible or provisionally responsible.

**FORM B10**

**Subcontractor Benefits and Training Affidavit**

**(Only to be completed if the contract will exceed two million dollars)**

Bidder must respond by either stating the contract amount resulting from this bid is not estimated by the City to exceed $2,000,000.00, or by stating the contract amount resulting from this bid is estimated by the City to exceed $2,000,000.00 and subcontractors meet the City's Subcontractor Training and Benefits requirements. See the Special Provisions section of this IFB to determine the City's estimated contract amount for this bid. If the contract amount is estimated by the City to exceed $2,000,000.00 for this bid, the bid will be non-responsive if the subcontractors do not comply with B below.

For contracts the City estimates will exceed $2,000,000.00, the bidder must submit the Subcontractor Benefits and Training Affidavit stating the bidder’s subcontractors performing any portion of the work on the project exceeding $50,000.00 meet all of the following at the time of bid submission or the bid will be considered non-responsive:

* That the subcontractor provides an adequate and affordable health insurance benefit provided by an employer to an employee as defined in City Code 329.01(q). The employer must provide the benefit as part of an overall compensation plan and the benefit cannot be limited to a specific project. A health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The Patient Protection and Affordable Care Act, or a successor to that law. The benefit must otherwise meet the requirements of a "bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition.
* That the subcontractor provides a retirement or pension plan as part of an overall compensation plan and not as a benefit limited to a specific project, as defined in City Code 329.01(mm). The plan must meet the requirements of a "bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. For the purposes of construction prequalification, the foregoing shall apply only to those persons performing construction service work, as defined by rule of the director of finance and management or designee.
* For licensed construction trade subcontractors, that the subcontractor's employees meet quality training criteria as defined in City Code 329.01(gg) provided that, for purposes of full inclusion and creation of entry-level opportunities in the construction trades, up to ten (10) percent of a business entity's employees performing licensed construction trade work in Ohio may be participating in pre-apprenticeship programs, career technical programs, or otherwise have less training and experience. With respect to persons performing licensed construction trade work in Ohio, employees who have done at least one (1) of the following are considered to have had quality training:

(1) Graduated from or are participating in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council, as defined in the Ohio Administrative Code Section 4101:9-4-02(C) or a successor to that section, or the United States Department of Labor, as defined in 29 CFR 29.2(f) or a successor to that section, if such apprenticeship programs are available; or

(2) Have at least five (5) years of experience in the specific trade.

**Checking the box before each statement affirms the requirement is met**

All subcontractors performing more than $50,000.00 of work on this contract provide an adequate and affordable health insurance benefit provided by an employer to an employee as defined in City Code 329.01(q).

All subcontractors performing more than $50,000.00 of work on this contract provide a retirement or pension plan as part of an overall compensation plan and not as a benefit limited to a specific project, as defined in City Code 329.01(mm).

All licensed construction trade subcontractors performing more than $50,000.00 of work on this contract meet the quality training criteria as defined in City Code 329.01(gg) and further described in City Code 329.212(d)(2)(c).

**FORM B11**

**MBE/WBE UTILIZATION PLAN**

Please note that the **detailed** instructions for FORM B10 MBE/WBE UTILIZATION PLAN are included in Special Provision SP 008 – CITY OF COLUMBUS MBE/WBE PROGRAM. The bid submitter will complete one FORM B10 for each City Certified Program Included MBE/WBE company proposed to be used on the contract and upload to Bid Express. A PDF version and a Word version of FORM B10 are available for bidders to complete. Only one version of FORM B10 (either the PDF version or the Word version) is to be submitted. If submitting the Word version, convert the completed form to a PDF prior to uploading into Bid Express. Parts A, B, C, and H must be completed on every FORM B10. Only one of Parts D through G will be completed depending upon the box checked for the Program Included MBE/WBE function in Part C. Part H must include a signature for the bidder and a signature for the MBE/WBE. The information is to be uploaded in the order the information is requested in FORM B10, and clearly marked as to the Part it is submitted in support of, or the bid may be rejected.

**FORM B12**

**Documenting MBE/WBE Good Faith Effort**

Please note that the **detailed** instructions for FORM B11 Documenting MBE/WBE Good Faith Effort are included in Special Provision SP 008 – CITY OF COLUMBUS MBE/WBE PROGRAM. This form is only to be completed and uploaded into Bid Express if the Proposed MBE/WBE Percentage submitted by the bidder on FORM B10 is less than the Contract MBE/WBE Goal Percentage. It is intended to show the efforts the bidder made to find City certified Program Included MBE/WBE companies to work with for this contract when the contract MBE/WBE goal is not met by the bid submission. Only one copy of FORM B11 is to be submitted if it is needed.

If this form is needed, it is to be completed and uploaded to Bid Express. A PDF version and a Word version of FORM B11 are available for bidders to complete. Only one version of FORM B11 (either the PDF version or the Word version) is to be submitted. If submitting the Word version, convert the completed form to a PDF prior to uploading into Bid Express.

**FORM B13**

Bid Discount /Proposal Incentive Credit Request Form

To request the bid discount/incentive credit, this Bid Discount/Proposal Incentive Credit Request Form must be included with the bid or proposal and submitted no later than the bid or proposal due date. Please complete the sections that apply.

The Minority Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Programs provide a bid discount or proposal incentive points to eligible businesses seeking to bid on City of Columbus contracts as prime contractors/prime consultants.

**The Bid Discount applies to construction and goods and services bids when the award is based on low bid**. All prime contractors that are a City certified MBE/WBE business or joint venture (with the exception of City certified Hispanic Male owned companies) and are certified in the relevant field of work at the time bids are due are eligible for the Bid Discount. Eligible businesses approved for the Bid Discount allows an original bid amount to be discounted by 5% for purposes of evaluating and determining the lowest responsive bid. The original bid amount is the basis for the contract award. For example, a $100,000 bid with a 5% Bid Discount is evaluated as if it were a $95,000 bid. However, the contract amount would be $100,000 if the bidder eligible for the discount was awarded the contract.

For additional information about the Minority and Woman-Owned Business Enterprise Program, please visit the Office of Diversity and Inclusion’s website at Columbus.gov\diversity.

***(Please Attach Copy of Current MBE/WBE Certification Approval Letter)***

|  |  |  |
| --- | --- | --- |
| **CERTIFICATION OF AFFIDAVIT**  The information provided is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Columbus of Columbus. | | |
| Bid Name: | Bid Number: | Bid Opening Date: |
| Contracting Department: | Bid/Project Manager Name (as listed in bid documents): | |
| Certified Prime Contractor/Consultant Authorized Signature & Date:  X | Printed name of the authorized signatory:  X | Business Name: |
| Office of Diversity and Inclusion Staff Authorized Signature Only | | |
| Office of Diversity and Inclusion Official Authorized Designee Signature:  X | Date: | **Approved Not Approved** |



1111 East Broad Street, Second Floor, Suite 203 | Columbus OH 43205 | T (614) 645.4764 | F (614) 645.6669 | columbus.gov

# SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

**SP-CE1 CONTRACT ESTIMATED TO NOT EXCEED $500,000.00**

The Department of Public Service estimates the contract resulting from this IFB will not exceed $500,000.00. For this bid:

1. Prequalification of bidders and subcontractors is not required.
2. Subcontractors performing work in a licensed construction trade are not required to be prequalified.
3. Subcontractors are not required to meet benefits and training requirements to be a part of the contract. The Subcontractor Benefits and Training Affidavit is still required to be completed. The bidder is to select choice “A”, stating the contract dollar amount is estimated to be less than $2,000,000.00 so the City's Subcontractor Training and Benefits requirements do not apply to this bid.

**SP-CE2 CONTRACT ESTIMATED TO EXCEED $500,000.00 BUT NOT EXCEED $2,000,000.00**

The Department of Public Service estimates the contract resulting from this IFB will exceed $500,000.00 but not exceed $2,000,000.00. For this bid:

1. Bidders must be prequalified responsible or provisionally responsible at bid due date to be awarded a contract for City construction work.
2. Subcontractors performing work in a licensed construction trade as defined by City Code 329.01 (heating, ventilating, and air conditioning; refrigeration; electrical; plumbing; hydronics; or fire protection or firefighting equipment) must also be pre-qualified responsible or provisionally responsible at the bid due date.
3. Subcontractors are not required to meet benefits and training requirements to be a part of the contract. The Subcontractor Benefits and Training Affidavit is still required to be completed. The bidder is to select choice “A”, stating the contract dollar amount is estimated to be less than $2,000,000.00 and the City's Subcontractor Training and Benefits requirements do not apply to this bid.

**SP-CE3 CONTRACT ESTIMATED TO BE IN EXCESS OF $2,000,000.00**

The Department of Public Service estimates the contract resulting from this IFB will be in excess of $2,000,000.00. Bidders must comply with the following for contracts in excess of $2,000,000.00:

1. Bidders must be prequalified responsible or provisionally responsible at bid due date to be awarded a contract for City construction work.
2. Subcontractors performing work in a licensed construction trade as defined by City Code 329.01 (heating, ventilating, and air conditioning; refrigeration; electrical; plumbing; hydronics; or fire protection or firefighting equipment) must also be pre-qualified responsible or provisionally responsible at the bid due date.
3. Per the Subcontractor Requirements section of this IFB, the Subcontractor Benefits and Training Affidavit (Form B12) must be submitted stating the bidder’s subcontractors performing any portion of the work on the project exceeding $50,000.00 meet all of the following at the time of bid submission or the bid will be considered non-responsive:
   1. Provides an adequate and affordable health insurance benefit provided by an employer to an employee.
   2. Provides a retirement or pension plan as part of an overall compensation plan and not as a benefit limited to a specific project.
   3. All licensed construction trade subcontractors performing more than $50,000.00 of work on this contract meet the quality training criteria as defined in City Code.

**SP 008 –CITY OF COLUMBUS MBE/WBE PROGRAM**

**SP-15 CITY OF COLUMBUS – PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS)**

The City of Columbus PMIS will be utilized and required for managing submittals, RFP’s, RFI’s, and other relevant construction information as determined by the City. Submittals must be made electronically unless the contractor’s request to submit paper copies is approved by the Engineer. The contractor will be provided with access to the PMIS, guidelines for the use of the PMIS and training, as required.

# CONTRACT

Instructions: DO NOT complete and submit Forms C1-C3 with your bid. Forms C1-C3 shall be completed by the selected bidder after an award determination has been made by the City and the contract is delivered to the selected bidder for execution. The City will not negotiate the terms contained in this contract.

**FORM C1**

1. **Contract**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| THIS CONTRACT, pursuant to Ordinance No. | | | | |  | , | passed the | |  | | day of |
|  | 20 |  | , | made and entered into this | | | |  | | day of | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | 20 |  | , | by and between the City of Columbus, State of Ohio, |

|  |  |  |
| --- | --- | --- |
| acting by and through its Director of | Public Service | , |

|  |  |
| --- | --- |
| hereinafter designated the City, and |  |
|  | |

**(Contractor)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| of the City of |  | County of |  | and State of |  |

|  |
| --- |
| hereinafter designated the Contractor, WITNESSETH: That the parties to these presents, each in consideration of the undertaking, promised and agreements on the part of the other herein contained have undertaken, promised and agreed to, do hereby undertake, promise and agree, the City itself, its successors and assigns, and the Contractor for itself and its heirs, executors, administrators, successors and assigns, as follows: |

The maximum amount to be paid under the purchase order associated with this Contract shall

|  |  |  |  |
| --- | --- | --- | --- |
| not exceed | $ |  | (the “Contract Sum”) unless and until |

All of the following occur: the contract is modified in writing, additional funds have been appropriated by City Council, the availability of such funds has been certified by the City Auditor and the form thereof has been approved by the City Attorney. Contractor, in consideration of the sum herein specified to be paid by the City to the Contractor, shall and will at its own cost and expense furnish all the labor, materials, tools and equipment for:

**FORM C1 (Continued)**

|  |  |
| --- | --- |
| Project Name: |  |
| Department/Division: | Public Service/DIVISION OF DESIGN AND CONSTRUCTION |
| Section and/or Office: | Office of Support Services |
| Contract No.: |  |
| C.I.P. No.: |  |
| in accordance with all addenda; the IFB and corresponding bid; the most recent edition of the City of Columbus Construction and Materials Specifications, including published supplemental specifications; the project’s Technical Specifications; the Special Provisions; the Bond(s); standard drawings, if applicable; standard specifications, if applicable; and the project drawings/plans; all of which are hereby made a part of this Contract, and all of said work to be fully completed to the satisfaction of the City by the time set forth in the IFB. | |

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided in its behalf in the Contract and shall have the right and power to proceed with the provisions thereof.

**HOLD HARMLESS**

THE CONTRACTOR HEREBY AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COST, EXPENSES, JUDGEMENTS OR DECREES, RESULTING FROM ANY OPERATIONS OF SAID CONTRACTOR, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES.

**CITY INCOME TAXES**

Pursuant to Section 362, Columbus City Codes:

Said contractor hereby further agrees to withhold and remit all City income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for qualifying wages, and earned or deemed to be received by its employees and further agrees that any of its subcontractors shall be required to agree to withhold and remit any such city income taxes due under said chapter for services performed under this Contract.  If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract.

**OHIO REVISED CODE SECTION 3517.13 (FAILURE TO FILE STATEMENTS)**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

**FORM C1 (Continued)**

**USE OF CITY OF COLUMBUS NAME**

The Contractor agrees to submit to the City’s Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City’s name is mentioned or language used from which the connection of the City’s name therewith may, in the City’s judgment, be inferred or implied. The Bidder/Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

**ASSIGNMENT OF CONTRACT**

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

**WAGE THEFT PREVENTION**

Chapter 377 (Wage Theft Prevention) of the Columbus City Codes is hereby incorporated into the contract and seller is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent debarment.

**MINORITY BUSINESS ENTERPRISE AND WOMAN OWNED BUSINESS ENTERPRISE (MBE/WBE) CONTRACT GOAL**

This contract was bid with an anticipated City of Columbus MBE/WBE Program goal of XX%. After the City of Columbus Office of Diversity and Inclusion’s (ODI) review of the Utilization Plan and other related information the contractor submitted with their bid response, ODI has approved an MBE/WBE Program goal of XX% for this contract. Failure by the contractor to meet this goal subjects the contractor to the Penalties for Non-Compliance as described in the “City’s Minority and Women-Owned Business Enterprise & Small Local Business Enterprise Program Manual” and in the “City of Columbus MBE/WBE Program Special Provision” that were part of the bid documents for this contract.

This contract was bid with an anticipated City of Columbus MBE/WBE Program goal of XX%. After the City of Columbus Office of Diversity and Inclusion’s (ODI) review of the Utilization Plan and other related information the contractor submitted with their bid response, ODI has approved issuing this contract without an MBE/WBE Program goal. The contractor is not subject to following the “City’s Minority and Women-Owned Business Enterprise & Small Local Business Enterprise Program Manual” or the terms and conditions of the “City of Columbus MBE/WBE Program Special Provision” that was part of the bid documents for this contract, nor is the contractor subject to the Penalties for Non-Compliance described in either of those documents.

This contract was not bid with a City of Columbus MBE/WBE Program goal and an MBE/WBE Program goal is not assigned to this contract. The requirements of the City’s MBE/WBE Program are not applicable to this contract.

**MOBILIZATION PAYMENTS TO SUBCONTRACTORS**

When the prime contractor receives a percentage of the total project cost as the mobilization payment to begin work on the project, the subcontractor must be paid the same percentage when it is scheduled to mobilize. The prime contractor’s invoice/pay estimate must include the subcontractor’s portion of the mobilization costs. The subcontractor shall receive payment from the prime contractor within five (5) days of commencing work on the job site.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**FORM C1 (Continued)**

IN WITNESS WHEREOF, the parties to the Contract have hereunto set their hand and seals and have executed this Contract, in quadruplicate, the day and year first above written.

**Contractor must indicate whether Corporation, Partnership, Company or Individual)**

THE PERSON SIGNING FOR THE CONTRACTOR SHALL SIGN THEIR NAME AS WELL AS PRINT THEIR NAME AND TITLE. WHERE THE PERSON IS SIGNING FOR A CORPORATION, THEY MUST, BY AFFIDAVIT, SHOW THEIR AUTHORITY TO BIND THE CONTRACTOR

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractor Name** |  | **By:** |  |
|  |  | **Print Name:** |  |
|  |  |  |  |
| **Business Type** |  | **TITLE:** |  |
|  |  | **DATE:** |  |
| **Corporation, Partnership, Company or Individual**  **(CIRCLE ONE)** |  | **CONTRACT COMPLIANCE NUMBER:** |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

|  |
| --- |
| **The City of Columbus, Ohio** |
|  |
| **Jennifer Gallagher** |
| Director of Public Service |

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**FORM C2**

**B. Contract Performance and Payment Bond**

All bonds signed by an agent must be accompanied by a surety power of attorney, most recent surety financial statement, and current Ohio Department of Insurance Certificate of Compliance.

|  |
| --- |
| KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned |
|  |
| as principal and |
|  |
| as sureties, are hereby held and firmly bound into the City of Columbus, Ohio, in the sum of |
| ($ ) |
| Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Signed this** |  | **Day of** |  | **20** |  |
|  | | | | | |

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| did on the |  | day of |  | 20 |  |
| enter into a contract with the City of Columbus, Ohio for the **insert project name** **Project, C.I.P. No. insert project number**, which said Contract is made a part of the bond the same as though set forth herein. Now, therefore, if said | | | | | |
|  | | | | | |

shall, will and faithfully do and perform the things agreed by it 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 and materials furnished in the carrying forward, performing or completing of said Contract; and shall keep the work in repair for a period of one year after the date of final acceptance of the work as described hereinabove, and shall indemnify, save and hold harmless the City of Columbus, Ohio from all liens, charges, losses, costs and damages of every kind and nature whatsoever, including damages to property and persons caused by the acts of negligence of said Contractor and/or deficiencies in materials; we agreeing and asserting that this undertaking shall be for the benefit of any

**FORM C2** **(Continued)**

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 amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that, upon receiving written notice from the City of Columbus that the principal has failed to perform the things agreed by it to be done according to the terms of the Contract, or to pay lawful claims of subcontractors, material suppliers and laborers, then the surety shall assume the performance of these things and make such payments in lieu of the principal; and shall undertake to do so within ten days of receipt of written notice from the City of Columbus. The said surety hereby stipulates and agrees that it understands the usual case in work of the class included in the Contract to be that, in the event of default or failure to perform or make payment by the principal, the actual net cost of completing the Contract and paying lawful claims is likely to exceed the remaining monies due under the Contract. The surety further stipulates and agrees that its obligation includes the complete performance of all remaining items under the Contract and the payment of all lawful claims for labor performed and materials furnished in the Contract, without regard to the amount of remaining monies due under the Contract.

The said surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of the said Contract or in or to the plans or specifications therefore shall in anywise affect the obligations of said surety on its bond.

\*Contractor must indicate whether it is a Corporation, Partnership, Company, or Individual

***[Signatures on the following page]***

**FORM C2** **(Continued)**

|  |  |  |
| --- | --- | --- |
| **Contractor** |  |  |
| Contractor Name |  | Corporation, Partnership, Company, or Individual |
|  |  |  |
| Signed by (name) |  | Print Name |
|  |  |  |
| Date |  | Print Title |
| **Surety** |  |  |
| Name |  | Agency |
|  |  |  |
| Signed by (name) |  | Agency Address |
|  |  |  |

Bond Number

All notices for the City of Columbus regarding this bond shall be sent to:

City of Columbus

Department of Public Service

Office of Support Services

111 North Front Street, Fourth Floor

Columbus, Ohio 43215

Attn: Max Bauman

[mabauman@columbus.gov](mailto:mabauman@columbus.gov)

**FORM C3**

1. **Contract Signature Affidavit**

(Must be completed when the individual signing the contract is NOT an officer or Member of the Company)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| STATE OF: | |  | | | | | | | |
| COUNTY OF: | |  | | | | | | | |
|  | | | | | , | being duly sworn, deposes and says that | | | |
| he/she is | **(Name of Affiant)** | | of |  | | | | | , |
|  | **(Title)** | |  | **(Company Name)** | | | | |  |
| a Corporation, LLC, or LLP organized and existing under and by virtue of the laws of the State of | | | | | | | | | |
|  | | | | | | | , | and having its principal office at | |
|  | | | | | | | | | |
| **(City, State, Zip Code)** | | | | | | | | | |

|  |
| --- |
| Affiant further says that he/she is familiar with the records, minutes books and by-laws of |
|  |
| **(Company Name)** |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Affiant further says that | | |  | | | is | |  |
|  | | **(Name of Person Signing Contract)** | | | |  | | **(Title)** |
| of the Company and is duly authorized to sign the Contract for: | | | | | | |  | |
|  | | | | | | | | |
| **(Project Name)** | | | | | | | | |
| Contract No. |  | | | , | CIP No. | |  | |

**FORM C3 (Continued)**

|  |  |
| --- | --- |
| For said Company by virtue of |  |

|  |
| --- |
| **(State whether the provision of by-laws or a resolution of the board of directors. If resolution, give date of adoption.)** |

|  |
| --- |
| **Signature of Affiant \*** |

**\*Affiant must be someone other than the individual signing the Contract.\***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sworn to before me and subscribed in my presence this |  | day of |  | , | 20 |  |

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Notary Public |

# Statement About Prevailing Wages on City Funded Projects

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Contractor and all subcontractors shall comply with all provisions therein, particularly those of Section 4115.05 which provides that the wages paid to all employees shall not be less at any time during the life of the contract than the current prevailing wage rate relating to the trade or occupation as determined by the Ohio Department of Commerce for the county in which the work is being performed. The current prevailing wage rates can be found at <http://www.com.ohio.gov/dico/>.

Ohio Revised Code Section 4115.05 provides for an escalator in the prevailing wage rates. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects. The contract amount will not be adjusted by the City to reflect escalations in the prevailing wage rates.

The current wage and fringe rates listed on the website noted above shall be posted by the Contractor in a prominent and accessible place on the job site. In accordance with Section 4115.05 of the Ohio Revised Code, the Contractor and all subcontractors shall furnish each employee not covered by a collective bargaining agreement or understanding between employees and bona fide organizations of labor with individual written notification showing the employee’s classification, hourly pay rate, fringes, and identifying the City of Columbus Prevailing Wage Coordinator. These forms are to be signed by the Contractor or subcontractor and the employee no later than the first pay date under a contract.

Overtime shall be paid at the time and one-half rate for all hours worked beyond forty hours in a work week, these hours include prevailing and non-prevailing wage hours.

Section 4115.07 of the Ohio Revised Code provides that all Contractors and subcontractors shall submit to the City of Columbus Prevailing Wage Coordinator full and accurate payroll records covering all disbursements of wages to their employees. These records shall include the employee’s name, current address, social security number, number of hours worked each day and the total for each week, the employee’s hourly rate of pay, classification, fringe payments, and deductions from the employee’s wages. The certification of each payroll shall be executed by the contractor or subcontractor and shall recite that the payroll is correct and the wage rates shown are not less than those required by the contract. Included with all certified payroll reports, shall be a copy of the “Apprentice Certification” obtained from the Ohio State Apprenticeship Council for all apprentices working on this project. The allowable ratio of apprentices to skilled workers shall not be greater than the ratio noted on the wage rates listed on the website above. Such payroll records shall not be destroyed or removed from the State for a period of one (1) year following the completion of the Contract in connection with which records are made.

Upon Completion of the contract and prior to final payment of the final estimate, the Contractor and all subcontractors shall submit an affidavit stating that the wages paid to all employees for all hours worked are in accordance with the prevailing wage prescribed by the contract document and that no rebates of deductions for any wages due any person have been directly or indirectly made other that those provided by law.

The affidavit must be executed and sworn to by the Officer or Agent of the contractor or subcontractor who supervises the payment of employees before the City will release the Surety and/or make final payment due under the terms of the Contract.

The Contractor and all subcontractors shall permit the City of Columbus Prevailing Wage Coordinator to interview any employee during working hours while the employee is on the job site.

It is the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are adhered to by all subcontractors. If the Contractor or any subcontractor fails to comply with any of the provisions therein, the City of Columbus may withhold payments of any estimate until the Contractor or subcontractor has complied.

## Equal Opportunity Clause

The contractor will not unlawfully discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

It is the policy of the City of Columbus that business concerns independently owned, operated, and controlled as MBE/WBE’s shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the City.

The contractor shall permit access to any relevant and pertinent reports and documents by the Office of Diversity and Inclusion Director for the sole purpose of verifying compliance with Title 39 of the Columbus City Codes, and with the Office of Diversity and Inclusion regulations. All such materials provided to the Office of Diversity and Inclusion Director by the contractor shall be considered confidential.

The Contractor will not obstruct or hinder the Office of Diversity and Inclusion Director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.

The Contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The Contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

The Contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a Contractor not holding a valid certification number as provided for in Title 39 of the Columbus City Codes.

Failure or refusal of a Contractor or subcontractor to comply with the provisions of Title 39 of the Columbus City Codes may result in cancellation of this contract.

**END OF SECTION**