



CUYAHOGA COMMUNITY COLLEGE

Office of Supplier Managed Services (SMS)
700 Carnegie Ave.
Cleveland, OH 44115

Request for Proposal The Pantry, Tri-C Connect Metropolitan Campus Project No. C20214161

ISSUED: November 10, 2020

PRE-BID MEETING DATE: November 16, 2020 @ 10:00 am

BID DUE DATE: December 1, 2020 @ 2:00 pm

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1 INTRODUCTION

Cuyahoga Community College District (Tri-C) is issuing this Request for Proposal (RFP) and inviting responses for the goods and services described in the accompanying specifications according to the terms, conditions, and requirements herein.

Vendors responding to this RFP shall be herein called the “Bidder.”

1.1 Project Overview

This project includes renovations at the Tri-C Metropolitan Campus, former C-Store, at the 1st Floor of the Media & Drama building (Building “E”). Please refer to the following Drawings and Specifications created by Bialosky Cleveland.

Bid documents available through the following link:

<https://share.bialosky.com/folders/3nlvpsez>

Specific information about Cuyahoga Community College can be obtained at www.tri-c.edu.

2 SUBMITTING YOUR PROPOSAL

Bidders are cautioned to read the information contained in this RFP carefully. Bidders must submit complete responses to all requirements and questions, in the order listed, and in accordance with the instructions specified in this RFP.

A pre-bid review meeting will be held on November 16, 2020 at 9:00 AM. The location of the meeting will be at the Metro Campus, 1st Floor of the Media & Drama building (Building “E”). See enclosed map.

The Bid Due Date is December 1, 2020, by 2:00 PM. Proposals must be received at the location set forth below. Late proposals will not be accepted. Tri-C will confirm receipt of hard copies with a date and time stamp. No public opening is planned.

Appendix A: Proposal Form – 2 page

Appendix B: Bidder’s Certification and Authorization to Execute – 3 pages

Appendix C: Close-out Checklist – 1 page

Appendix D: Delinquent Personal Property Tax Affidavit – 1 page

One electronic copy is to be sent to phillip.pallone@tri-c.edu, and two hard-copy proposals are to be submitted to:

**Cuyahoga Community College
Supplier Managed Services (SMS)
700 Carnegie Avenue, Cleveland, OH 44115
Attn: Rob Ruppe
“PRICING – C20214161 The Pantry, Tri-C Connect, Metropolitan Campus”**

2.1 Contacts

Bidders must direct, in writing via e-mail, all technical questions regarding this RFP to Ryan Parsons. Procurement-related questions should be directed to Philip Pallone.

Buyer	Owners Representative	Technical
Name: Rob Ruppe Title: Buyer Phone: 216-987-4719 Fax: 216-987-3495 Email: robert.ruppe@tri-c.edu	Name: Dominic Ozanne II Company: Ozanne Construction Title: Owners Representative Phone: 216-696-2876 Email: dozanne2@ozanne.com	Name: Ryan Parsons, Company: Bialosky Cleveland Title: Project Manager, Senior Associate Phone: 216-767-2031 Email: rparsons@bialosky.com

2.2 Preparation of Proposal

In submitting a proposal or in its performance under an award by Tri-C, the successful Bidder warrants and represents that it is not suspended or debarred by the Federal Government or the State of Ohio.

- Bidders must notify Tri-C promptly of any ambiguity, inconsistency, or errors.
- Tri-C will not provide compensation for any expenses incurred by the Bidder for preparation of the proposal or for product or service demonstrations.
- Tri-C will not assume responsibility for errors or misinterpretations resulting from the use of incomplete documents.
- Tri-C may not consider proposals that require or request changes to the terms of this RFP.
- Proposals and any other information submitted in response to this proposal are the property of the Tri-C, and will not be returned.

2.3 Supplier Diversity

Tri-C is committed to diversity and to supporting Greater Cleveland's economy. All suppliers are encouraged to do business with Tri-C. Tri-C encourages all Bidders to exceed the following expectations:

- a. Supplier Participation: 15% minority, 5% female, 6% SBE, and 2% veteran.
- b. Workforce Diversity: 15% minority, 7% female, 2% veteran, 45% Cuyahoga County resident

3 ADMINISTRATIVE AND CONTRACTUAL INFORMATION

- Tri-C reserves the right to reject any or all proposals received as a result of this RFP, modify specifications proposed, waive any formalities or technicalities, or negotiate separately with any source and in any manner whatsoever.
- Tri-C does not discriminate in admission, access, or treatment in programs and activities, employment policies or practices based on race, creed, sex, color, national or ethnic origin, religion,

marital status, age, sexual orientation, Vietnam-era or qualified disabled veteran status, or qualified disability.

3.1 Award of Contract

Tri-C, at its sole discretion, shall decide if contract award(s) will result from this RFP. **Proposals must be fully responsive to all requirements stated in the RFP to obtain consideration. Tri-C may not consider any proposal not prepared and submitted in accordance with the provisions outlined herein.**

In the event a contract is awarded, this RFP and the proposal of the successful Bidder(s) will be included as an addendum to the contractual obligations. Therefore, no information should be submitted which cannot be incorporated into that agreement.

Price alone will not be the sole determining factor in the selection process.

- Tri-C reserves the right to award based on various selection criteria.
- Tri-C is not bound to accept the lowest cost proposal, if in its judgment the lowest cost proposal does not provide the best overall value.
- Tri-C reserves the right to negotiate the final details of the Contract with the successful Bidder(s).

3.2 Pricing

- Labor Requirements:
 - The Bidder shall base its bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau. Comply with ORC Section 4115.03 through 4115.04
- The prevailing wage rates are available at the Ohio Department of Commerce's web site; <http://com.state.oh.us/>.
- Any price increase granted by Tri-C will be in the form of a written addendum to the original purchase order.

3.3 Delivery of Products and Services

Delivery requirements including inside delivery, and or installation for products and services are to be in coordination with Cuyahoga Community College or its designee. Late deliveries may be assessed a late fee.

- Additionally, deliveries of products & services must also be coordinated and scheduled with Tri-C.
- Overall Project Completion – **03/30/2021**.

3.4 Billing

Invoices must reflect the purchase order number and be addressed to:

Cuyahoga Community College
Capital & Construction
700 Carnegie Avenue
Cleveland, Ohio 44115
Attention: Nancy Stopp
Nancy.Stopp@tri-c.edu

3.5 Contract and License Agreements

Respondents must comply with all State of Ohio and Federal regulations concerning wages, liability insurance, worker’s compensation, discrimination, intimidation, and any other applicable regulations.

4 TERMS AND CONDITIONS

Tri-C’s Terms and Conditions are accessible on our web site at:

<https://www.tri-c.edu/administrative-departments/supplier-managed-services/documents/terms.pdf>

4.1 Entire Agreement

The RFP and any resulting Contract shall be the complete and exclusive statement of the agreement between Tri-C and the Bidder and supersedes all prior oral or written agreements.

The terms and conditions of any purchase order, agreements, amendments, modifications, or other documents submitted by either party which conflict with or in any way purport to amend or add to any of the terms and conditions of the Contract are specifically objected to by the other party and shall be of no force or effect; nor shall govern in any way the subject matter hereof, unless set forth in writing and signed by both parties.

4.2 Time of Performance

Bidder agrees to perform all obligations and render services set forth in the Contract, in accordance with the schedules herein and as mutually agreed upon between Tri-C and the Bidder during the term of the Contract.

4.3 Contracts Amendments

The Contract may be amended within the Contract period by mutual consent of both parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to Tri-C’s Vice President of Financial Services for prior review and approval.

4.4 Insurance

- A. For any Contract which requires the Bidder to provide on-site services, prior to commencement of work, Bidder shall provide Tri-C with Certificates of Insurance in the amounts shown below as a minimum requirement and shall maintain such coverage in effect for the duration of the contract.

The insurer must be rated at least an ‘A’ by A. M. Best and Company.

Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000
Comprehensive General Liability	\$1,000,000 each occurrence \$2,000,000 in the aggregate
Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)	
a) Bodily Injury	\$ 500,000 each occurrence
b) Property Damage	\$ 500,000 each occurrence

If any part of the Contract is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover the subcontractor’s operations. The Bidder shall provide evidence of such insurance. In the event a subcontractor is unable to furnish insurance in the limits required under the Contract, the Bidder shall endorse the subcontractor as an additional insured on the Bidder’s policies.

The Bidder and Tri-C will include reciprocal “hold harmless” language in the contractual agreement.

B. Bidder shall deliver to Tri-C:

1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery of contract and prior to the continued or additional performance of any services to be performed by the Bidder from or after the date of any agreement or purchase order; and
2. Such Certificates shall name Tri-C and its Board of Trustees as additional insured, with the exception of Workers Compensation and Employers Liability, and shall provide that the policies will not be cancelled until after 30 days unconditional written notice to Tri-C, giving Tri-C the right to pay the premium to maintain coverage.

C. The insurance policies required in this RFP shall be kept in force for the periods specified below:

1. The Bidder shall keep Commercial General Liability Insurance in force until receipt of final payment.
2. Workers’ Compensation Insurance shall be kept in force until the Bidder’s obligations have been fully performed and accepted by Tri-C in writing.

D. The Bidder shall provide Tri-C a full and complete copy of any insurance policy promptly upon request by Tri-C, and without charge.

4.5 Indemnification

The Bidder agrees to indemnify Tri-C, its officers, agents, employees, and/or subcontractors and hold them harmless from any and all liability (statutory or otherwise), claim, suit, demand, damage, judgment, cost, interest, and expense including but not limited to reasonable attorneys’ fees and charges, which the Bidder may incur or pay out, by reason of or resulting from the performance of Bidder; or by any negligent act or omission by Bidder, its officers, agents, employees, and/or subcontractors in connection with any resulting Agreement, other than as may result from the gross negligence or willful misconduct of Tri-C. Furthermore, the indemnification contained herein may not be assigned or subrogated to any third party, whether by operation of law or otherwise.

The indemnities herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

4.6 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Bidder for the performance of services associated with and pertinent to a resulting Contract shall accrue directly or indirectly to any employees, elected or appointed officers or representatives, persons identified as agents of, or who are by definition an employee of Tri-C.

4.7 Non-Disclosure

The Bidder and Tri-C acknowledge that in the performance of a resultant Contract employees of either parties may come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization regardless of whether directly or indirectly affiliated with the Bidder or Tri-C, unless: (1) required by law; (2) by order of any court or tribunal; (3) such disclosure is necessary for the assertion of a right or defense of an assertion of a right; by one party against the other party hereto; or (4) such information has been acquired from other sources.

4.8 Publicity

The Bidder agrees that it shall not publicize the Contract or disclose, confirm, or deny any details thereof to third parties; use any photographs or video recordings of Tri-C employees; or use Tri-C's name in connection with any sales promotion or publicity event without the prior express written approval of Tri-C.

4.9 Severability

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

4.10 Assignment

This agreement is with the Bidder, and Bidder's interest in such agreement, duties hereunder, and/or fees due hereunder may not be assigned or delegated to a third party.

4.11 Observance of College Rules and Regulations

The Bidder agrees that at all times its employees will observe and comply with all regulations of Tri-C, including but not limited to smoking, parking, facility usage and security regulations. All Tri-C campuses are 100% smoke free (inside and out).

5 ADDITIONAL INFORMATION and REQUIREMENTS

A. PRICING OF PROPOSAL

Each proposal is to be submitted on the attached Bid Form. Complete all of the relevant blank spaces and requested information. Bidders may submit bids for the Base Bid. These forms must be properly signed.

Proposals are to be submitted in a sealed envelope and labeled:

“PRICING – C20214161 The Pantry, Tri-C Connect, Metropolitan Campus”

Installation will be performed under direct coordination of the selected Bidder(s) and Cuyahoga Community College.

If you are not able to provide the specified product, please indicate “N/A” (for not applicable). Refer to Paragraph 5.D for Substitutions.

It is requested that Bidders who may have any questions pertaining to these documents, or any concerns that may be in doubt as to the true meaning of any part of the RFP documents, shall submit to a request for interpretation to: Bialosky Cleveland, Ryan Parsons, rparsons@bialosky.com for review and response by the project team. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by Addendum duly issued and a copy of such Addendum will be e-mailed, delivered, or faxed to each person receiving a set of pricing documents.

Pricing for the above described work must be submitted on the blank summary sheets furnished with the pricing documents. Said pricing must be submitted in duplicates.

B. WITHDRAW OF PROPOSAL

No bidder may withdraw their proposal for a period of ninety (90) days after the date of opening.

C. REJECTION OR ACCEPTANCE OF PRICING PROPOSAL

Cuyahoga Community College reserves the right to reject any or all proposal and any part or parts of any proposal and the right to waive any informalities of any kind.

D. SUBSTITUTIONS

Proposed substitutions are to be e-mailed to Ryan Parsons (rparsons@bialosky.com) for review. The substitution shall be included if and only if written approval is received via Tri-C's addendum.

- Proof of equality and a comparison to basis of specification shall be included with each proposed substitution.
- Substitution requests are to be emailed to Ryan Parsons (rparsons@bialosky.com) no later than **November 24, 2020 @ 2:00 PM.**

E. PRODUCT

Workmanship and materials will be warranted for a period of not less than one year from the date of final acceptance by Tri-C. Should defects develop within warranty period, the manufacturer and/or the Bidder, shall remedy the defects and reimburse Tri-C for all damage to other work, whether caused by the defects or the work of correcting the same. Warranties extending beyond the one-year period shall be specifically provided in the Contract and may be fulfilled by the written warranty of the manufacturer.

F. DELIVERY, STORAGE, & HANDLING

The Bidder shall be responsible for the receipt of products and supplies necessary to provide a complete installation. All deliveries shall be scheduled and coordinated with the individual campus plant managers. Materials must be promptly installed after delivery. All products shall be delivered in good condition and in its original and unopened packaging and covering.

G. DESIGN SERVICES

N.A.

H. SUBMITTALS

The following items shall be submitted at Bid Time:

1. Completed Bid Form.
2. Certificate of Insurance (ACCORD Form is acceptable)
3. Up-dated W-9 Form.
4. Registered, Legal Name of Vendor.

5. List of three past or current projects of similar size, include Owner's contact information.

The following items shall be submitted within seven (7) days of Contract:

6. Product Data sheets of all products included in Bidder's bid package.
7. List of sub-contractors of whom you would be working with on this project (i.e. General Trades, Mechanical, Electrical, Installation groups, etc).
8. Shop drawings.

I. INSTALLATION

The Bidder will have full-time personnel capable of completing the job requirements in the project timeframe. Installation will be in accordance with the manufacturer's installation procedures. The Bidder will be responsible for the removal of all trash and debris associated with the installation of all materials in this project.

Installation Services: The Bidder (Contractor) shall (where applicable):

1. Timing of work shall be coordinated with the College and Construction Manager.
2. Conduct an inspection of the building to identify phasing and staging or any restrictions, which might impact project installation activities.
3. Identify appropriate delivery area with Tri-C; use freight or passenger elevator permitted only with approval of the College, if applicable. Elevator may not be available for use at all times.
4. Provide all necessary equipment required to transport.
5. The site is to be left "broom-cleaned" daily.
6. Coordinate the work of all trades along with other contractors, owner, etc. as necessary for project completion. Submit a project schedule one (1) week after NTP. Two-week detailed construction/installation schedule look-aheads are required to be updated weekly with all Contractors.
7. Protect all doors, door jambs, walls, and floor finishes from construction/installation activities.
8. Repair all scratches, tears, and dents that were a result of construction/installation activities.
9. Contractor to provide on-site field supervisor during full-term of on-site work. Cost of this person shall be included in the Bidder's bid.
10. Safety
 - a. Bidders are to comply with all pertinent sections of **CFR 1926 (OSHA)** and related codes. Provide required signage, temporary protection, and barricades necessary for the

protection of the public. Hard hats, safety glasses, and appropriate work gloves are required to be worn by contractors' labor force at all times.

- b. The Contractor shall adhere to all of the following provisions:
 - a. Scaffolding – Fall protection required at or above 6'
 - b. Scissor & Boom Lift – Body Harness with self-retracting lanyard required while elevated at or above 6'
 - c. Safety Monitor – No use of a safety monitor is permitted without specific approval from the Construction Manager
 - d. Controlled Decking/Access Zone – No use of controlled decking/access zone without specific approval from the Construction Manager
 - e. No 6' shock absorbing lanyard may be used at any elevation below 18 ½ feet and never in any lift
 - f. The Onsite Safety Coordinator must have an OSHA 30 card that was issued no more than 5 years ago, or an approved 8-hour refresher card (to the OSHA 30) no more than 3 years old, and a First Aid/CPR certification no more than 2 years old.
2. The contractor shall not be permitted to begin contract work prior to an approved Site Specific Safety Plan (3SP). This shall be submitted electronically prior to starting work. An approved 3SP is a condition of starting work.
3. The contractor shall submit weekly safety inspection results, conduct and document tool box training weekly, conduct and document daily inspections of all powered equipment, occupied trenches, and scaffolding, provide the Construction Manager all Safety Data Sheets (SDSs, formally called MSDSs), acknowledge the safety violation policy, generate daily huddle meeting minutes and meet all other requirements of the project safety plan.
4. All contractor employees are required to attend the Construction Manager's safety orientation the first day on the project site.
 - a. Each worker must bring with them to the safety orientation a photo ID and a current (within the past year) 11 panel drug card equal to or more stringent than the Construction Industry Substance Abuse Program (CISAP) listed in Appendix A of the project safety plan.
 - b. Drug cards from SCT must have the XOP on the card which indicates the 11 panel expanded opiate test.
5. All workers on this project site must remain current within the past year on all substance abuse tests.
 - a. Post incident substance abuse test to the CISAP standards shall occur immediately but no later than the end of the work day should any injury require off-site medical attention, or an incident occur as defined in the CISAP.
 - b. For any contractor whose employees do not carry a drug card (out of town companies), this contractor shall coordinate with the Construction Manager's Safety Team the process by which the subcontractor will demonstrate that all employees are, and shall remain, current throughout the term of the contract and their test meets CISAP standards
6. Crystalline Silica standards
 - a. Contractor shall complete the Exposure Control Plan and include a plan covering their silica dust generating tasks in the 3SP. A template is found at: plan.silica-safe.org NOTE: The new OSHA regulation requires a significant amount of air sampling data. Plan for some expense for air

sampling, respiratory physical evaluations, and outfitting all employees with respirators for any silica generating tasks.

- b. Contractors who may potentially generate crystalline silica dust, or have workers exposed to the hazard also must generate this exposure control plan for their specific scope of work. This plan shall be incorporated into each contractor's 3SP.
- c. Contractors must regularly update this exposure control plan so that it accurately reflects the jobsite silica hazards and effectively addresses all mitigation efforts.

7. Contractor to provide company COVID-19 plan in accordance with CDC guidelines.

11. Installation

- a. Related Documents
 - 1) Scope of Work Documents
- b. Excess Materials
 - 1) Turn over to Tri-C upon request.
- c. Labor Requirements
 - 1) The Bidder shall base its bid upon the prevailing rates of wages as ascertained by the Ohio Department of Commerce, Wage and Hour Bureau. Comply with ORC Section 4115.03 through 4115.04.
 - a. "New" construction threshold is \$250,000.
 - b. "Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold is \$75,000.
 - 2) Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.
- d. Examination
 - 1) Examine Project site 24 hours before performing work, including loading dock area, elevators, and staging area, to ensure conditions are satisfactory for proper performance of work. Existing damage to building or debris that hinders performance shall immediately be called to the attention of the campus' plant manager and Phil Pallone.
 - a. Examine substrate and conditions under which work is to be performed.
 - 2) Examine materials or equipment immediately upon delivery and again prior to installation. Reject damaged or defective items.
 - 3) Do not proceed until unsatisfactory conditions have been corrected.
- e. Performance of Work:
 - 1) Provide Scope as identified in this RFP.
 - 2) Comply with manufacturer's installation instructions and recommendations.
 - 3) Provide connection devices, hardware and accessories required for complete installation.
 - 4) Install components securely into place at heights and dimensions indicated.
- f. Cleaning
 - 1) Remove material and debris from Project site at the end of each working day. The job site is to be maintained in a clean, orderly condition and kept free from the accumulation of waste materials and rubbish.

g. Finishes

- 1) Factory or site finish, color, sheen, and texture shall be uniform.

h. Protection

- 1) Cover, ventilate, and protect work to protect from damage caused by weather, moisture, heat, staining, dirt, abrasions, or other conditions that may adversely affect appearance or use.
- 2) Protect against deterioration of finish, warpage, distortion, twisting, opening of joints and seams, delamination, or other injury.
- 3) Limit exposure to the following:
 - a. Excessively high or low temperatures
 - b. Excessively high or low humidity
 - c. Water/mold
 - d. Solvents
 - e. Puncture
 - f. Abrasion
 - g. Spoiling, staining, and corrosion
 - h. Rodent and insect infestation
 - i. Combustion

12. Project Closeout:

- a. See Appendix C: Close-out Checklist

b. Final Cleaning

- 1) Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean surfaces to the condition expected in building cleaning and maintenance program. Comply with manufacturer's instructions.
 - a) Complete the following cleaning operations before requesting inspection for Certification of Contract Completion:
 - i. Remove labels that are not required to be permanent
 - ii. Clean exposed hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
 - iii. Remove temporary protection
 - iv. Repair finished surfaces damaged during project to like new condition.

13. Scope of Work:

- a. Refer to the enclosed drawings and specifications for detailed scope and specifications.

Proposal Form
**The Pantry, Tri-C Connect
Metropolitan Campus
Project No. C20214161**

Having read the Request for Proposal, prepared by the Office of the Capital & Construction, Cuyahoga Community College District Office, Cleveland, Ohio 44115 and having also received, read, and taken into account any Addenda and likewise having inspected the sites of, and conditions affecting and governing the construction of the said project, the undersigned hereby proposes to furnish all material and to perform all labor, as specified in this RFP for the said work, for the following sum (please round all numbers to the nearest dollar):

Time of Completion

- Overall Estimated Project Completion – 3/30/2020.

Addenda acknowledgement (if applicable):

Addendum Number	Date Received
_____	_____
_____	_____

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package #1 – GENERAL TRADES (Provide the general demolition and fit-out of the modified spaces, including but not limited to, new concrete, metals, wood, plastics, composites, openings, finishes and furnishings)

BASE BID:

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

Sum in words: _____

_____ and _____ /100 dollars

Bid Package #2 – HVAC (Provide mechanical demolition, new ductwork and ductwork insulation, diffusers and grilles and testing and balancing)

BASE BID:

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

Sum in words: _____
_____ and _____ /100 dollars

Bid Package #3 – PLUMBING (Provide new 2-comparment sink, floor sink, floor drain and associated plumbing accessories and piping)

BASE BID:

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

Sum in words: _____
_____ and _____ /100 dollars

Bid Package #4 – ELECTRICAL / TECHNOLOGY (Provide electrical, communications and electronic safety and security demolition, and provide new lighting, power, communications and electronic safety and security)

BASE BID (Including \$5k Allowance):

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

Sum in words: _____
_____ and _____ /100 dollars

Bid Package #5 – FIRE SUPPRESSION (Modify existing system to accommodate new layout, including engineering and stamped drawings and calculations for submission to the State of Ohio)

BASE BID:

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

Sum in words: _____
_____ and _____ /100 dollars

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Appendix B

Bidder's Certification and Authorization to Execute

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Bidding Documents.
3. Bidder has become familiar with local conditions and has correlated personal observations about the requirements of the Bidding Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Bidding Documents.
4. Bidder understands that the award of the General Contractor Contract for the Project will require sequential, coordinated and interrelated operations, which may involve interference, disruption, hindrance or delays in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time, shall cover all amounts due from Tri-C resulting from interference, disruption, hindrance or delay caused by or between its Subcontractors or his agents and employees. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and Tri-C and that the Bidder's sole remedy for any such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC.
5. During the performance of the Contract, the Bidder agrees to comply with OAC Chapters 123:2-3 through 123:2-9 and agrees to incorporate the provisions contained in the Ohio Administration Code Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands that the Ohio Equal Opportunity Center may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

7. Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works," and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall pay the prevailing wage rates of the Project locality, as issued by the Ohio Department of Commerce Wage and Hour Bureau, to laborers and mechanics performing Work on the Project.
9. If the Bidder or its Subcontractors fail to comply with O.R.C Chapter 4115, Tri-C may withhold payment. The Bidder is liable for violations committed by the Bidder and/or its Subcontractors.
10. Bidder certifies that upon the award of a Contract, the Bidder will make a good faith effort to ensure that all of the Bidder's employees, while working on Tri-C property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way and will ensure that its employees will not carry any firearm onto Tri-C premises or job site.
11. Bidder agrees to furnish any information requested by Tri-C to evaluate the responsibility of the Bidder.
12. Bidder certifies that it is enrolled and in good standing in an Ohio Bureau of Workers' Compensation (BWC) Drug Free Workplace Program (DFWP) or an equivalent BWC approved DFWP. Bidder certifies that it will require each of its Subcontractors on the Project to also be enrolled in a BWC approved DFWP and will submit confirmation of enrollment of its Subcontractors to Tri-C with this Bidder's Certification.
13. Bidder certifies that the Personal Property Tax Certificate attached hereto is true and accurate in all respects.
14. All signatures must be original.
15. By signature hereto, Bidder offers and agrees to furnish products and / or services as proposed and comply with all terms, conditions, and requirements set forth in the RFP documents contained herein.
16. Bidder further certifies that all statements and information prepared and submitted in response to this solicitation are complete and accurate.
17. Bidder certifies that the individual signing this document and documents made part of the RFP is authorized to sign documents on behalf of the said company and to bind the company under any Contract that may result from the submission of a proposal.
18. Bidder certifies compliance with all Federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

BIDDER'S NAME: _____

Authorized Signature: _____

Date Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Identification Number: _____

Contact person for Contract processing: _____

Date enrolled in an OBWC-approved
DFWP (month/date/year): _____ / _____ / _____

President or Primary Officer Name and Title: _____

Acknowledge Receipt of all Addenda: _____

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

(Section 5719.042, ORC)

State of Ohio }
County of _____ } **SS.**

The undersigned individual, or duly authorized representative of the identified company, having been first duly cautioned and sworn, alleges and states that said individual or company has been advised that he has or it has received a Notice of Intent to Award a Contract(s) let by competitive bid by Cuyahoga Community College District, on behalf of the State of Ohio under Section 3318.10, ORC, but prior to the execution of said Contract(s), and pursuant to Section 5719.042, ORC, provides this statement to the Treasurer under oath that he or it was not charged, on the date the Bid(s) was submitted, with any delinquent personal property taxes on the general tax list of personal property of _____ County, Ohio, or that he or it is so charged in the following amount:

Delinquent Tax: _____
Penalties and interest due and unpaid: _____
Total (if none, indicate "NONE") _____

A copy of this sworn statement will be attached to and incorporated into the Contract(s) for this Project which shall enable payments to be made under said Contract(s).

By: _____ Date: _____, _____

Company: _____

Project: _____

Sworn to and executed before me this _____ day of _____, _____

Notary Public
My commission expires: _____

Appendix D



Contract Completion Checklist

Project Name: _____ Contractor Name: _____
Project Number: _____ Address: _____
Project Location: _____

N/A Included Not Included

Closeout Forms / Certifications Required (3 original copies to Owner required):

- Payment Release Affidavit
Final Certified Payroll Reports
Updated Form 26
Affidavit of Compliance to Prevailing Wages for each sub
Certification of Equipment Demonstrations
Partial Certification of Contract Completion
Certification of Warranty Commencement
Final Certification of Contract Completion
Waiver of Lien
Affidavit of Contractor/Subcontractor

Closeout Action Items and Record Documents (3 original copies to Owner required):

- Final Cleaning
Complete Punch List Work
Certificate of Occupancy
Inspection Certificates
Letter of Approval - State Fire Marshal for Fire Suppression System
Operations and Maintenance Manuals
As-Built Drawings
Detailed Drawings - concealed utilities, MEP systems
Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers
Extra Material, e.g. Attic Stock, keys, specialized wrenches, etc.
Consent of Surety for Final Payment

Reviewed by:

Construction Manager (or Architect / Engineer for Stipulated Sum Contracts)

Name: _____ Signature: _____ Date: _____

Plant Manager

Name: _____ Signature: _____ Date: _____

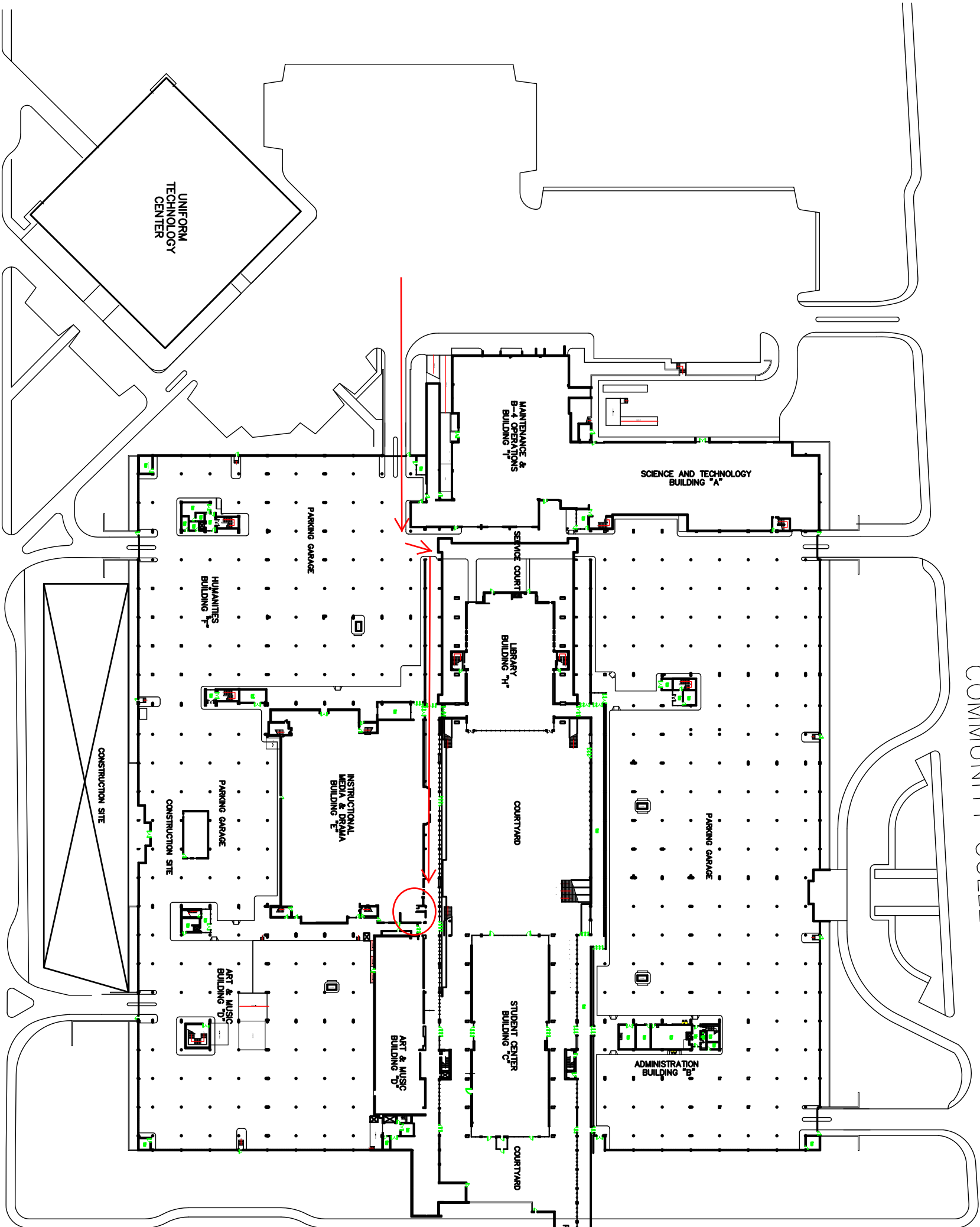
Capital and Construction

Name: _____ Signature: _____ Date: _____

COMMUNITY COLLEGE AVENUE

EAST 30TH STREET

EAST 33RD STREET



F3

METRO CAMPUS PARKING PLAN

1" = 40'-0"

WOODLAND AVENUE