

**ITB# 026-25 – Cincinnati Black Music Walk of Fame (CBMWoF) Guard Booth Re-bid
Addendum #2**

April 24, 2025

To All Registered Vendors:

Clarification: Only the glazing is to be bullet-resistant (UL-752, Level 3). The walls, roof and door of the booth are not required to be bullet-resistant. The specifications are written this way.

Attachment:

- A701 Instruction to Bidders

Sincerely,

Jill Williams

Jill Williams
Purchasing Director



Instructions to Bidders

**AIA Document A701 – 1997
1997 Edition – Electronic Format**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Copyright 1970, 1974, 1978, 1987 ©1997 by The American Institute of Architects. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution.

TABLE OF ARTICLES

- 1. DEFINITIONS**
- 2. BIDDER'S REPRESENTATIONS**
- 3. BIDDING DOCUMENTS**
- 4. BIDDING PROCEDURES**
- 5. CONSIDERATION OF BIDS**
- 6. POST-BID INFORMATION**
- 7. PERFORMANCE BOND AND PAYMENT BOND**
- 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**
- 9. ADDITIONAL REQUIREMENTS**

AMENDED AND MODIFIED FORM OF INSTRUCTIONS TO BIDDERS

**Revised Form Indicates
Changes From Standard
AIA Document A701 – 1997
(As Amended and Modified)**

INSTRUCTIONS TO BIDDERS

ARTICLE I DEFINITIONS

- 1.1 Bidding Documents include the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidder, the bid form and other sample bidding and contract forms. The Contract Documents consist of the form of agreement between the Owner and Contractor specified in Paragraph 8.1 hereof, the General Conditions, the Drawings and Specifications, and all amendments, modifications and addenda to any of the foregoing.
- 1.2 Definitions set forth in the General Conditions and in other Contract Documents are applicable to the Bidding Documents.
- 1.3 As used herein, "Addendum" or "Addenda" are written or graphic instruments issued by the Engineer/Designer or Project Executive prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents. The word "proposal" is used interchangeably with the word "bid".
- 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.
- 1.10 The term "Median Bid" shall be interpreted as the Bid where an equal number of all other Bids are higher and lower than said Bid. In the event of an even number of Bids, the "Median Bid" shall be the average of the two Bids where an equal number of all other Bids are higher and lower than the two said Bids.

ARTICLE 2 BIDDER'S REPRESENTATIONS

- 2.1 The Bidder, by making a Bid, represents that:
- 2.1.1 The Bidder has read and understands the Bidding Documents and the Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.
- 2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.1.3.1 A pre-bid meeting will be held as noted in the Advertisement for Bids. All Bidders are strongly urged to attend the pre-bid meeting, but attendance is not a mandatory prerequisite to bidding. However all Bidders are required to visit the Site prior to Bid date to thoroughly familiarize themselves with existing conditions affecting the Work.

2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

2.2 BID PREPARATION COST

2.2.1 Any and all cost associated with the preparation and submittal of the bid shall be the sole responsibility of the Bidder. The Bidder must certify that the bid and pricing will remain in effect for the duration specified. All materials submitted in response to the ITB will become the property of Owner and may be returned only at Owner's option and at the Bidder's expense.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Refer to the Advertisement for Bids for procedure for procurement of Bidding Documents.

3.1.2 Bidding Documents will be issued to anyone registering their interest in the process. Sub-bidders may register with the Owner.

3.1.3 Bidder shall use complete sets of Bidding Documents in preparing Bids; neither the Project Executive, the Owner, the Development Manager nor the Engineer/Designer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 The Project Executive, the Owner, Development Manager and/or Engineer/Designer may distribute copies of the Bidding Documents on the terms set forth in this Section 3.1 for the purpose of obtaining Bids on the Work. No license or right of use is conferred by such issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the various Bidding Documents, shall compare the Bidding Documents with other work being bid concurrently or presently under construction, to the extent it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall immediately report to the Project Executive all errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a written request to the Project Executive and Owner at least 10 days prior to the date for receipt of Bids.

3.2.3 Interpretations corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of to Bidding Documents made in any other manner will not be binding, and Bidder shall not be entitled to rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 Awards will be based on the lowest and best bids.

3.3.3 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be transmitted to all parties known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are maintained for inspection purposes.

3.4.3 The bid for which the award is to be made will be opened at the time and place named in the Advertisement for Bids, unless extended by the Owner or its representative or unless, within seventy two hours prior to the published time for the opening of Bids, excluding Saturdays, Sundays, and legal holidays, any modification of the Bidding documents for the Work for which Bids are solicited is issued and mailed or otherwise furnished to persons who have obtained Bidding Documents for the Work, for which the time for opening of Bids shall be extended one week, with no further advertising of Bids required. (Note: Proof of receipt of addendum by bidders shall be "fax" date/time indication if addendum is "faxed", or return receipt if addendum is sent by any other means.)

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge such receipt in the Bid.

3.4.5 Changes by addenda:

- .1 Addenda will be issued for corrections, revisions and clarifications of Contract Documents prior to bidding.
- .2 Requests for corrections, revisions and clarifications of Contract Documents may be considered by Engineer/Designer and Project Executive prior to bid date, and if acceptable to Engineer/Designer and Project Executive, may be included in addenda. Bidders are required to submit requests for corrections, revisions and clarifications of Contract Documents to Project Executive and Owner in writing so as to be received by Project Executive not less than 10 days prior to bid date to permit Project Executive and Engineer/Designer adequate time for consideration of request.

ARTICLE 4 BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

4.1.2 All applicable blanks on all bid forms shall be legibly executed in a non-erasable print medium.

4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change." Failure to bid an Alternate shall be cause for rejection of entire Bid only if said Alternate is accepted by Owner.

4.1.6 Bidders may bid on more than one Bid item. Bidders submitting Bids on several Bid items are requested to submit each separate Bid item in a separate envelope in order to expedite the Bid opening and recording process.

AIA DOCUMENT A701 – INSTRUCTIONS TO BIDDERS - AIA COPYRIGHT 1997 – THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced by AIA software under Order No. 1000343138_1 which expires on 2/12/2009, and is not for resale.

User Notes:

(2776861191)

4.1.7 Each copy of the Bid shall state the legal name of the Bidder, and, if the Bidder is an entity, the type of entity and state of organization of the Bidder. The Bidder shall provide evidence of legal authority to perform work within the jurisdiction of the Work. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an authorized agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 Bidders shall fill in where indicated on Bid Form names of manufacturers on which Bidder's bid was based. Failure to list manufacturer shall be cause for rejection of Bidder's Bid.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required in Article 9.4 herein. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds guaranteeing the Bidder's faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

4.2.2 Form of Bid security shall be as described in Article 9.4.

4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until the later of (a) execution of the Contract and furnishing of satisfactory payment and performance bonds by Bidder, (b) the expiration of the time period permitted for withdrawal of Bids and (c) rejection of all Bids by Owner.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2 All Bids are to be delivered to the location designated in the Bidding Documents prior to the time and date specified in the Bidding Documents for receipt of Bids. Bids received late will be returned unopened.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 Except as provided in Article 5.2.1, a Bid may not be modified, withdrawn or canceled by the Bidder at any time after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing and signed by the Bidder. Each such notice shall be date- and time-stamped by the receiving party when received to acknowledge receipt thereof. Any modification of the Bid shall be worded so as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in conformance with the requirements of the Bid Documents.

4.4.4 Bid security shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, all Bids which comply with the requirements of the Bidding Documents will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by the required bid security or by other data required by the Bidding Documents as determined by the Owner shall be rejected. A Bid which is in any way irregular, but which otherwise conforms to the requirements of the Bidding Documents, is subject to rejection as determined by the Owner.

5.2.1 Errors in Bids:

- .1 In the event that a Bidder's Bid is substantially lower than the other Bids for the same work, and the Bidder wishes to withdraw its Bid, and the Bid was submitted in good faith, and the reason for the Bid amount being substantially lower was a clerical error as opposed to a judgment error, and was actually due to an unintentional and substantial arithmetic error, or an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the Bid, the Bidder shall submit to the Project Executive and Owner in writing, within two business days (48 business-day hours) after the time of Bid opening stated in the Bidding Documents a written request for consideration of withdrawal of its Bid.
- .2 After due consideration of the bidding error, the Owner may, at his discretion, permit withdrawal of the Bid.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 Unless Owner rejects all Bids, Contracts will be awarded as soon as practicable after opening of Bids. In determining lowest and best Bidder, the following elements and factors will be considered in addition to Bid amount:

- .1 Bidder's performance on publicly funded projects.
- .2 Bidder has adequate equipment and facilities to perform the Work properly and expeditiously.
- .3 Bidder has suitable financial status to meet obligations incident to the Work.
- .4 Bidder's satisfactory compliance with the requirements set forth in the County Policy located in Section 008260 of the Project Manual.
- .5 Bidder's satisfactory compliance with the requirements set forth in the Responsible Bidder Requirements Applicable to Public Contracts.
- .6 Bidder has appropriate technical experience in projects of similar scope and conditions.
- .7 Bidder can complete the Work in timely and expeditious manner.
- .8 Bidder's satisfactory compliance with the requirements set forth in Article 7 herein.
- .9 Bidder's satisfactory completion and submission of the Bid Submission Documents outlined in Article 9.2.

Owner reserves unrestricted privilege to reject any, part of any, or all of Bids received and to waive any informalities in bidding.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest and best Bid on the basis of the sum of the base Bid and Alternates accepted.

- .1 Owner reserves unrestricted privilege to reject any, part of any, or all of bids received and to waive any informalities in bidding.

5.3.3 No Contract will be awarded if the low Bidder for that Contract is more than 15% below the Median Bid (as defined in 1.10 herein) unless, the following procedure is followed:

- .1 Project Executive and Engineer/Designer will hold interview with the Bidder to determine what, if anything, has been overlooked in the Bid in question, and to analyze the process envisioned by the Bidder to complete the Contract.
- .2 The financial status of the Bidder and its Surety shall be examined, based upon certified financial statements submitted by each to the Project Executive.
- .3 Written confirmation by the Surety shall be submitted to the Project Executive that it has reviewed the Bid in question and finds it to be in compliance with Contract Documents.
- .4 Bidders may be required to furnish satisfactory evidence of their experience and ability to execute work of like character, scope and size to that of the Work.
- .5 The record of the Bidder in performing other publicly funded projects in the past will be considered.
- .6 If after review and consideration, the acceptance of the lowest Bid is not in the best interest of the Owner may accept another Bid so opened or reject all Bids and advertise for other Bids.

5.3.4 Owner reserves unrestricted privilege to reject any, part of any, or all of bids received and to waive any informalities in bidding.

5.3.5 No Bid nor any obligation hereunder to be assumed by the Owner, shall be considered as accepted until such time as the Owner, or Owner's representative, may deposit in U.S. Mail, or hand to Bidder personally, written notice addressed to Bidder at address given on Bid of acceptance of Bid."

ARTICLE 6 POST-BID INFORMATION

6.1 POST-BID/PRE-AWARD MEETING

6.1.1 Bidder shall be required to attend a post-bid, pre-award meeting with the Project Executive, Engineer/Designer and Development Manager, as described in Section 9.3.

6.2 SUBMITTALS

6.2.1 The Bidder will be required to establish to the satisfaction of the Engineer/Designer and Project Executive the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.2.2 Persons and entities proposed by the Bidder and to whom neither the Project Executive nor the Engineer/Designer have made reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Project Executive and Engineer/Designer.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The Bidder shall furnish bonds in compliance with Article 9.4 herein, covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 The cost of Bidder's Bid Guarantee and Contract Bond shall be included in the Bid.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AIA DOCUMENT A701 – INSTRUCTIONS TO BIDDERS - AIA COPYRIGHT 1997 – THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced by AIA software under Order No. 1000343138_1 which expires on 2/12/2009, and is not for resale.

User Notes:

(2776861191)

8.1 Successful Bidder shall promptly enter into Contract with the Owner. Contract Form shall be "Standard Form of Agreement Between Owner and Project Executive," AIA Document A132, as modified by Owner, a draft of which is included in the Project Manual. The final Agreement shall be provided at award of Contract by the Board of County Commissioners.

8.2 Owner will issue a Notice to Proceed for each Trade Contract.

ARTICLE 9 ADDITIONAL REQUIREMENTS

9.1 Number of copies of Bid: Each Bidder shall submit an original and four (4) copies of the Bid.

9.2 Required attachments to Bid: The following attachments completed and signed as required shall be submitted with each copy of the Bid (the "Bid Submission Documents"):

- .1 Bid Form.
- .2 Bid Guaranty and Contract Bond or certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as set forth in Article 9.4 herein.
- .3 For Bid Guaranty and Contract Bond, submit Certificate from the State of Ohio Department of Insurance demonstrating that bonding agent is licensed to do business in the State of Ohio. (Refer to sample form bound into Project Manual.)
- .4 For Bid Guaranty and Contract Bond, submit credentials showing proper power of attorney for the attorney-of-fact of the Surety.
- .5 Non-Collusion Affidavit of Bidder.
- .6 Personal Property Tax Statement.
- .7 Subcontractor and Material Supplier List.
- .8 Warranty Against Unresolved Findings for Recovery.
- .9 Bidder's Certification Concerning Equal Employment Opportunity Requirements.
- .10 SBE Subcontractor Utilization Plan
- .11 Bidder's Responsible Bidder Certification.
- .12 County Registration Form.

9.3 Execution of Contract: Subsequent to and within seven calendar days of pre-award meeting by Project Executive, the successful Bidders shall return signed Contracts and required submittals to Hamilton County, Ohio Phil Beck

9.4 Bid Guaranty and Contract Bond

- .1 Each Bidder shall submit with their bid a Bid Guaranty in the form of either (a) combined Guaranty and Contract Bond, or (2) a certified check, cashier's check drawn on a solvent bank, or an irrevocable letter of credit. If a Bid Guaranty and Contract Bond is submitted with the bid, it shall be for the full amount of the Bidder's base bid, including any alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be in the amount of 10% of the bid amount including Base Bid and Alternates. If a certified check, cashier's check or irrevocable letter of credit is submitted, it shall be payable to the Board of County Commissioners of Hamilton County, Ohio. The Bid Guaranty, in either form, must be in strict compliance with section 153.54 of the Ohio Revised Code, and also Sections 153.57 or 153.571, as applicable. The Board of County Commissioners of Hamilton County, Ohio shall be named as Obligee on the Bid Guaranty and Contract Bond. No other form of bond is acceptable for use as a bid guaranty.
- .2 If the Bid Guaranty and Contract Bond is submitted, the requirements of Section 3905.41 of the Ohio Revised Code may be applicable to require the Bid Guaranty and Contract Bond to be countersigned by an Ohio resident agent. It is the duty of the Bidder to determine the applicability of Section 3905.41. **NONCOMPLIANCE WITH SECTION 3905.41 WILL CAUSE THE BIDDER'S BID TO BE REJECTED.** The Board of

- County Commissioners of Hamilton County, Ohio shall be named as Obligee on the Bid Guaranty and Contract Bond.
- .3 Bid Guaranty and Contract Bond shall be supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent.
- .4 If the Bid Guaranty and Contract Bond penal sum is left blank by the Bidder, the penal sum of Bid Guaranty and Contract Bond will be the full amount of the Bidder's Base Bid (plus accepted Alternates for Bid Packages that include Alternates). If completed, the penal sum amount shall be not less than the full amount of the Bidder's Bid and all accepted Alternates stated in dollars and cents. A percentage amount in the Bid Guaranty and Contract Bond is NOT acceptable and shall be rejected.
- .5 Bid Guaranties will be returned to all unsuccessful Bidders immediately after Contract is executed.
- .6 The certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit will be returned to the successful Bidder upon filing of the bond required in Division (C), Section 153.54 of the Ohio Revised Code.
- .7 For successful Bidders who have submitted the Bid Guaranty and Contract Bond as bid guaranty, the Contract Bond is the Bid Guaranty and Contract Bond; no other form of Contract Bond is required. For successful Bidders who have submitted a certified check, cashier's check drawn on a solvent bank or irrevocable letter of credit as bid guaranty in compliance with this Article 9.4, the Contract Bond shall be the Contract Bond set forth in Section 006100 of this Project Manual in compliance with Ohio Revised Code Sections 153.54(C) and 153.57. The Contract Bond shall be fully executed and supported by credentials showing the power of attorney for the attorney-of-fact of the bonding agent. Costs of bonds shall be included in all bids.