

***BID/CONTRACT DOCUMENTS
LEASE OF SOUTH LEBANON COMMUNITY
CENTER, 83. N. SECTION STREET,
SOUTH LEBANON, OHIO***

**VILLAGE OF SOUTH LEBANON
99 NORTH HIGH STREET
SOUTH LEBANON, OHIO 45065
(513) 494-2296**

PROPOSAL PRICE (BID) SHEET

TABLE OF CONTENTS

Proposal Price (Bid) Sheet
Exception Sheet
Bidder Identification

- A. Invitation to Bidders
- B. General Instructions to Bidders
- C. Non-Collusion Affidavit
- D. Bid Guaranty and Contract Bond
- E. Performance Bond
- F. Contract
- G. Bond & Insurance Requirements
- H. Experience Statement
- I. Affidavit of Non-Delinquency of Real and/or Personal Property Tax
- J. Equal Employment Opportunity Requirements, Bid Conditions and Non-Discrimination and Equal Employment Opportunity Affidavit
- K. Findings for Recovery Affidavit
- L. Special Provisions/Technical Specifications

**South Lebanon Community Center
Bid Sheet**

Monthly Lease Amount \$ _____ (A)

Length of lease in years (minimum 10 years) _____ (B)

Total Estimated Cost of Capital Improvements
(per Capital Improvement Plan (CIP)) \$ _____ (C)

TOTAL COST OVER TERM OF LEASE \$ _____ (D)
= (A x (Bx12))+C

Bidder: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. ***If there are no exceptions, please indicate "none" below.***

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

BIDDER IDENTIFICATION

ATTENTION BIDDER:

Please fill out this form and submit with your bid.

COMPANY NAME:

CHIEF EXECUTIVE OFFICER:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

PROJECT CONTACT PERSON:

PHONE NUMBER:

E-MAIL ADDRESS:

FEDERAL I.D. #:

SECTION A

INVITATION TO BIDDERS

INVITATION TO BIDDERS

Sealed Bids for the Lease of the South Lebanon Community Center Building, 83 N. Section Street, South Lebanon, Ohio will be received by the Village of South Lebanon at the Village Municipal Building, 99 High Street, South Lebanon, Ohio 45065, until Wednesday, November 4, 2015, at 2:00 p.m. local time, at which time bids received will be publicly opened and read.

In general, the project consists of the leasing of the South Lebanon Community Center building, 83 N. Section Street, which was formerly a section of the old South Lebanon Elementary School. The building includes the gymnasium, the former cafeteria and various classrooms.

The free electronic Bidding Documents which includes detailed specifications and bidding requirements may be obtained by contacting Jerry Haddix, Village Administrator, at jhaddix@southlebanonohio.org. Hard copies are available for an additional fee and are non-refundable. For additional information regarding the project, please visit the website www.southlebanonohio.org or call the Village at (513) 494-2296.

The Village will not be responsible for full or partial sets of bidding documents, including Addenda if any, obtained from sources other than the Village.

Bids must be signed and submitted on the separate bidding forms and sealed in a properly identified envelope.

The bid security shall be furnished in accordance with Instructions to Bidders.

No Bidder shall withdraw his/her Bid within 60 days after the actual opening thereof.

The Owner reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid which is deemed by Owner to be most favorable to the Owner.

The bid notice is also available at www.southlebanonohio.org.

Village of South Lebanon
Jerry Haddix, Administrator

SECTION B

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

1. **Receipt and Opening of Bids:** The Village of South Lebanon (herein referred to as "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Village of South Lebanon until 2:00 p.m., November 4, 2015, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Village of South Lebanon at 99 N. High Street, South Lebanon, Ohio 45065. Bids shall be submitted in a sealed envelope clearly marked "**Bid Opening – Lease for the South Lebanon Community Center – November 4, 2015 @ 2:00 p.m.**"

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.
2. **Withdraw of Bid:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.
3. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.
4. **Method of Bidding:** The Owner invites the following bid(s):

LEASE OF THE SOUTH LEBANON COMMUNITY CENTER

Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

The Owner invites unit price bids for the services described in the plans and specifications. These unit prices shall be extended by estimated quantities to develop a total price for the project.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest and best bidder;

- c. Reduce the scope of work by eliminating certain items of work to produce a total bid which is within available funds;
 - d. Reduce the scope of work by reducing the quantity of certain items of work to produce a total bid which is within available funds;
 - e. Reduce the scope of work by a combination of adjustments as outlined in "c" and "d" above to produce a total bid which is within available funds.
 - f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
 - g. The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
5. **Qualification of Bidder:** The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein; conditional bids will not be accepted.
6. **Bid Security:** ~~Each bid must be accompanied by cash, certified check of the bidder, letter of credit equal to ten (10) percent of the bid, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner. (See Invitation to Bidders for required amounts) Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.~~
7. **Liquidated Damages for Failure to Enter into Contract:** Submission of a bid shall be a representation by the Contractor that it has fully reviewed and is familiar with the Contract and all contract documents as defined in the contract and will execute the contract if awarded the bid. The successful bidder, upon his/her failure or refusal to execute and deliver the Contract (attached hereto) and required bonds within 10 days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **Conditions of Work:** Each bidder must inform itself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of its obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor.
9. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing and addressed to: Village of South Lebanon Attn: Village Administrator, 99 N. High Street, South Lebanon, Ohio 45065, and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and any

supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

10. **Security for Faithful Performance:** ~~Simultaneously with the delivery of the execute Contract, the Contractor shall furnish payment and performance bonds as security for faithful performance of this contract and for the payment of all subcontracts, suppliers and laborers performing labor on the project under the Contract and furnishing materials in connection with the Contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.~~
11. **Power of Attorney:** ~~Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.~~
12. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
13. **Method of Award - Lowest Qualified Bidder:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates as produces a net amount which is within the available funds.
14. **Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
15. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the Contractor shall:
 - a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

16. **Examination of Site:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
17. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as", or "sole owner." The bidder shall further state in his/her proposal the name and address of each person or corporation interested therein.
18. **Right to Accept or Reject Proposals:** The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.
19. **Non-Collusion Affidavit:** The successful bidder will be required to submit a non-collusion affidavit on the form included in these Bid/Contract documents (Section C). This affidavit shall be dated and executed as part of this bid.
20. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
21. **Required Insurance:** In accordance with the specifications, the Contractor, without restricting the obligations and liabilities assumed under the Contract Documents, shall at his/her own cost and expense purchase and maintaining in force until final acceptance of his/her work, the forms of insurance coverage listed below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begun. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Village of South Lebanon as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (Item G) shall at this time be delivered to the Owner for its possession.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B - Contractor's Direct and Completed Operations Bodily Injury Liability Insurance.

Item C - Contractor's direct and Completed Operations Property Damage Liability Insurance.

Item D - Contractor's Protective Bodily Injury Liability Insurance.

Item E - Contractor's Protective Damage Liability Insurance.

Item F - Owner's Protective Bodily Injury Liability Insurance, naming the Owner as insured.

Item G - Owner's Protective Property Damage Liability Insurance, naming the Owner as insured.

Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item I - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item J - (Where Applicable) Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items numbered A, B, C, D, E, H, and I shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item J (where applicable) shall be in an amount and form as each railroad or utility company may require.

All Bodily Injury coverage (Items B, D, F, and H) shall be broadened by the inclusion of the terms "occurrence" in lieu of "caused by accident."

In addition to the Contractor's Direct Bodily Injury Liability Insurance (Item B) and the Contractor's Direct Property Damage Liability Insurance (Item C), the Contractor shall also provide Completed Operations Bodily Injury Liability Insurance and Completed Operations Property Damage Liability Insurance for the same amounts as provided for Item B and C during the period of one (1) year after the final acceptance date shall be the date the final estimate is paid to the Contractors. Performance Bond includes material and workmanship for 12 months after completion.

Vendor shall carry Comprehensive General Liability coverage or Professional Liability coverage with limits of \$1,000,000 Per Occurrence, \$2,000,000 / Aggregate, with no interruption of coverage during the entire term of this Agreement. *[if applicable]* Vendor shall also carry automobile liability coverage with limits of \$1,000,000 Per Occurrence / Aggregate.

Vendor further agrees that if any Comprehensive General Liability or Professional Liability coverage is on a "claims made" basis, the policy provide that in the event this Agreement is terminated, Vendor shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement.

By endorsement to the Comprehensive General Liability or Professional Liability coverage, the Village of South Lebanon shall be named as an additional insured with the same primary coverage as the principal insured – no policy of Comprehensive General Liability or Professional Liability coverage that provides only excess coverage for an additional insured is permitted.

Vendor shall provide the Village of South Lebanon with a certificate of insurance evidencing such coverage and conditions set forth herein, and shall provide thirty (30) days notice of cancellation or non-renewal to the Village of South Lebanon. Such certificates shall provide that the insurer notify Vendee in writing should any of the above described policies be canceled before the expiration date thereof, to be mailed by the insurer to the Vendee not less than 30 days prior to said cancellation date. Vendor shall

also deliver to Lessor, at least 15 days prior to the expiration date of each policy or policies (or of any renewal policy or policies), certificates for the renewal policies of the insurance coverage required herein.

CONSULTANT shall carry statutory worker's compensation insurance as required by law and shall provide CLIENT with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement

Cancellation or non-renewal of insurance shall be grounds to terminate this Agreement.

Vendor shall carry Builders Risk Insurance and all risk form, including subsidence and theft of materials from the job site. Such coverage shall be maintained until final acceptance of the Contract by the Owner and payable to the Owner for the benefit of the contractor. The limit for Builders Risk shall be the full value of construction.

22. **Foreign Corporation and Contractors:**

Foreign Corporations

Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

23. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section I) and submit with your bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.*

24. **Description of Project:**

See Section L

25. **Scope of Work:** Provide all work as required by Contract and described in the Specifications herein (Section L) as necessary to provide for project completion.

26. **Required Forms:** Each Bidder shall complete and submit the following forms with his/her bid:

Proposal Price (Bid) Sheet
Exception Sheet
Bidder Identification
Non-Collusion Affidavit
Bid Guaranty
Experience Statement
Affidavit of Non-Delinquency of Taxes
Certificate of Compliance Non-Discrimination and Equal Employment Opportunity
Affidavit
Findings for Recovery Affidavit

27. **Additional Obligations Upon Contract Award:** Upon award of the bid but prior to execution of the Contract and Notice to Proceed, the Contractor shall submit all of the following documents, completed as required:
- 1) Contract
 - 2) Required Bonds
 - 3) Payment Draw Schedule (Required for Projects of \$500,000 or more)
 - 4) Certificates of Insurance
28. Entire bid packet must be completed (except contract – Section F) and returned with bid proposal, as the entire bid packet becomes part of the contract documents.
29. **STATEMENT: Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.**

SECTION C

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT

State of _____

BID Identification _____

CONTRACTOR _____, being first duly sworn, deposes and says that he/she is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from Bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statement contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his/her BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons who have a partnership or other financial interest with said BIDDER in his/her general business.

Signed:

Subscribed and sworn to before
me this ____ day of _____, 2015.

Seal of Notary

SECTION D

BID GUARANTY AND CONTRACT BOND

None required

SECTION E

PERFORMANCE BOND

None required

SECTION F

CONTRACT

Lease terms will be negotiated with successful bidder after submittal of bids

SECTION G

BONDING AND INSURANCE REQUIREMENTS

BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- a. **A bid guaranty from each bidder.** The "bid guaranty" shall consist of a firm commitment such as a bid bond in the amount of one hundred (100) percent of the bid price, or ten (10) percent of the bid price if certified check or other negotiable instrument accompanying a bid, as assurance the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
- b. **A performance bond on the part of the Contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

SECTION H

EXPERIENCE STATEMENT

EXPERIENCE STATEMENT

The Bidder is required to state in detail in the space provided below, what work he/she has done of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge of his/her responsibility, experience, skill and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and evidence to the effect:

- (1) That the Bidder maintains a permanent place of business;
- (2) Has adequate facilities and equipment available for the work under the proposed contract;
- (3) That the Bidder has suitable financial means to meet obligations incidental to the work;
- (4) That the Bidder has appropriate technical experience and possesses sufficient skill and experience.

SECTION I

AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX

THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO.

AFFIDAVIT

STATE OF _____)
COUNTY OF _____) SS:

_____ being duly cautioned and sworn, states as follows:

1. That he/she is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently
(Name of Contracting Party)
charged with any delinquent Real and/or Personal property taxes on the general tax
list of Real and/or Personal property of Warren County.

-OR-

1. That _____ is charged with
(Name of Contracting Party)
delinquent Real and/or Personal property tax on the general tax list of Real and/or Personal property
of Warren County. The amount of delinquent Real and/or Personal property tax due and unpaid
including any due and unpaid penalty and interest is:
\$ _____

Further, affiant states not.

Affiant

Sworn to and subscribed in my presence this ____ day of _____ 2014.

Notary Public

This instrument was prepared by
_____.

Note to Fiscal Office: If any Real and/or Personal property taxes are delinquent, you must send a copy of
this statement to the County Treasurer within 30 days of the date it is submitted.

WARNING: MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE
BY A FINE AND/OR IMPRISONMEN

SECTION J

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS AND NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR VILLAGE OF
SOUTH LEBANON CONSTRUCTION PROJECTS AND MATERIAL PURCHASES**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to projects that are funded with Federal and State monies)

All bidders on the project shall submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response? _____ Yes _____ No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.
5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____ No

PLEASE NOTE: *The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.*

(seal)

**CERTIFICATE OF COMPLIANCE
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
(SUB CONTRACTOR)**

STATE OF _____)
COUNTY OF _____) SS:

_____ being first duly sworn, deposes and

says that he _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2014.

Notary

(seal)

SECTION K

FINDINGS FOR RECOVERY AFFIDAVIT

FINDINGS FOR RECOVERY AFFIDAVIT

STATE OF _____
COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

1) That he/she is _____ (title), of _____
(name of bidder) and authorized to execute this affidavit; and,

2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,

3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this ____ day of _____, 2015.

Notary Public

My Commission expires: _____

SECTION L

SPECIAL PROVISIONS AND TECHNICAL SPECIFICATIONS

The property map of the 83 N. Section Street, commonly known as the South Lebanon Community Center ("Property"), is attached.

The successful bidder will be responsible for the cost of all maintenance and utilities for the property for the entire term of the lease. Information on past maintenance and utility costs are available upon request.

Designated areas of the building will be required to be available for scheduled public functions as part of the lease agreement.

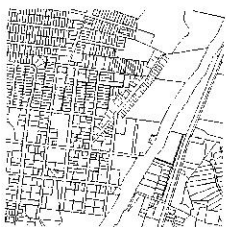
Every bidder is required to submit a Capital Improvement Plan (CIP) which will identify specific improvements, a budget and a timetable. Documented, actual costs from the CIP will be deducted from the lease amount not to exceed the total amount of all lease payments.

Any lease coming as a result of this solicitation will be subject to existing leases and any rights of renewal.

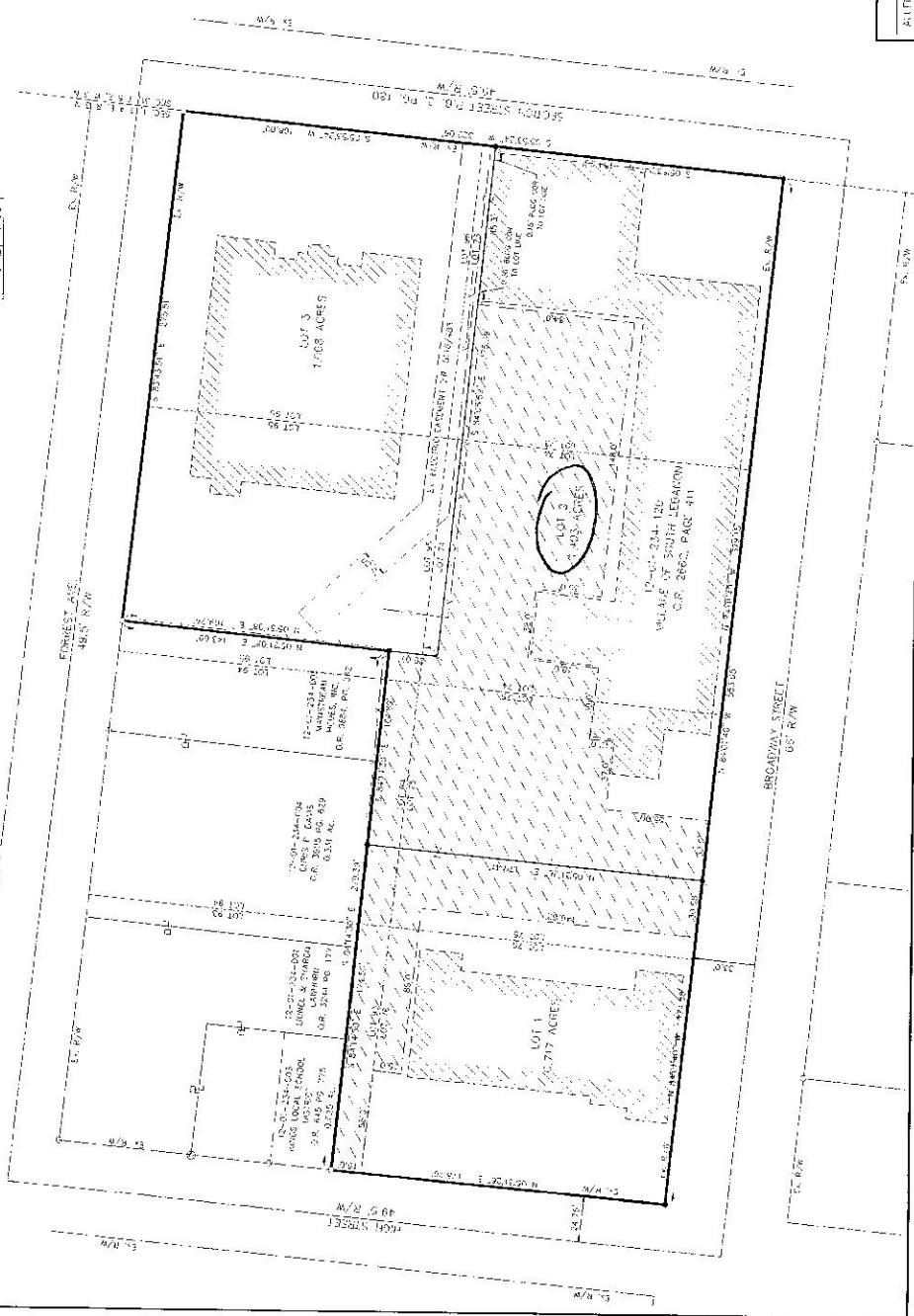
The successful bidder will be required to provide proof and maintain at all times casualty and liability insurance with limits acceptable to the Village Council and with the Village being named an additionally insured.

The successful bidder may sublease areas of the building only with the Council being made a co-lessor.

In the event the lease results in the revocation of tax exempt status, the successful bidder shall be responsible for paying real estate taxes and assessments.



LOT 1		LOT 2		LOT 3	
EX-AMIN	ACRES	EX-AMIN	ACRES	EX-AMIN	ACRES
72	0.138	72	0.957	72	0.287
73	0.138	73	0.957	73	0.287
74	0.138	74	0.957	74	0.287
75	0.138	75	0.957	75	0.287
76	0.138	76	0.957	76	0.287
77	0.138	77	0.957	77	0.287
78	0.138	78	0.957	78	0.287
79	0.138	79	0.957	79	0.287
80	0.138	80	0.957	80	0.287
TOTAL	1.203	TOTAL	1.203	TOTAL	1.203



ALVIN J. BERTAL, D.S. 89503 DATE

COMMUNITY CENTER
EXHIBIT A

