



Pre-Bid Meeting Minutes

Project: Henry County Highway Department – Building Alterations
Date: Wednesday, March 30, 2022
Time: 2:00 p.m.
Place: 1343 Bales Road, Napoleon, Ohio 43545

Introduction:

- All in attendance were Tim Schumm, Kevin Niese, Jeff Mangas, Dan Follett, Jake Kaufman, Dennis Hickman, Jason Anderson, Mark Friess, Steve Eberle, and Phil Baden. See attached Sign-in Sheet.
- Architect's Project No.: 74-2724-21

Bid Date: Tuesday, April 12, 2022, by 9:30 am received by Henry County Highway Department.
(Owner to provide Specific Instructions for arrival and submission of Bids)

Questions (RFI): Submit in writing to info@technicondesigngroup.com and sandy@technicondesigngroup.com.

Bid Submission:

- Submit 1 physical copy.
- Acknowledge Addenda – These shall be included in the work covered by the bid and shall become a part of the Contract Documents.
- Each bidder is required to file with his bid a bid guarantee in the form of either:
 1. A bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid; or
 2. A certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid, payable to the Henry County Board of Commissioners.

Review Project Scope:

- Single Prime Contract – for the combined general trades, plumbing & HVAC.
- Prevailing Wage.
- Scope of Work:

Removal of all exterior face brick and metal wall panels at perimeter and install new metal wall panels over existing insulated panels. Removal of 6" CMU's at North, East and West walls of garage 101. Removal and replace concrete floors in garage 101 and shop 102 areas, installation of new trench drain and oil interceptor. Replace all exterior doors and windows. New insulation and PVC roof. All roof framing members in garage 101 and shop 102 to be painted. Sections of exterior 12" concrete wall to be replaced. Installation of new recessed floor lift. Lift provided by owner.

New renovations do not obstruct any existing paths of egress. No new interior walls, no removal of existing doors. One (1) new exterior door to be added.

- Project completion date is on or before **November 30, 2022**. Each calendar day beyond this date shall incur a penalty of \$500/day until completion of the project. Changes in schedule due to weather and other unforeseen events must be documented and signed by the Owner.
- Environmental Study will be performed outside of this contract.
- Any abatement, if required will be a separate contract completed by Owner.
- **Alternates:**
 - Alternate No. 1:** Replacement of overhead doors. Installation of new overhead doors. Demolition of existing windows. Install new metal wall panels at North wall of building #2 as indicated on drawings.

Addenda Procedure:

- Last addendum will be issued no later than 3 working days prior to bid due date: Thursday, April 7, 2022, by 9:30 am. All addenda will be distributed through our website www.technicondesigngroup.com/2724 and registered plan holders will receive email notification when Addenda is issued.

Henry County Highway Dept - Building Alterations

Pre-Bid meeting on 3-30-2022 @ 2pm

Name	Company	Email/Phone
DAH FOLLETT	M&I LANZER Co	dfollett@mellanzer.com
Jake Kaufman	Rupp/Rosebrock	jake.kaufman@rupprosebrock.com
Dennis Hickman	The DeWenthal Co.	dhickman@thedeWenthalCo.com
JASON ANDERSON	INDIANA Automotive Equipment	JASON@IAEQUIP.COM
Mark Fless	HLSI	HeavyLiftSystems@yahoo.com

PROPOSAL
HENRY COUNTY
HENRY COUNTY HIGHWAY DEPARTMENT
BUILDING ALTERATIONS

Timothy J. Schumm, County Engineer
Jeff R Mires, County Commissioner
Robert E. Hastedt, County Commissioner
Glenn A. Miller, County Commissioner

LETTING – April 12, 2022 at 9:30 A.M.

DO NOT SUBMIT MORE THAN ONE PROPOSAL FOR EACH BID

Submitted By: _____

Street: _____

Post Office: _____

State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail: _____

INDEX

NOTICE TO CONTRACTORS (LEGAL NOTICE)	2
NOTICE TO BIDDERS (INSURANCE)	3
INDEMNIFICATION/HOLD HARMLESS	4
PROJECT SCOPE	4
MAINTENANCE AND GUARANTEE PERIOD	4
TESTING	4
PRE-BID MEETING	5
CHANGES DURING BIDDING	5
BIDDER'S QUALIFICATIONS	5
SUBCONTRACTORS LIST AND OTHER MANUFACTURERS	6
UNDERGROUND UTILITIES	6
NOTICE OF INTENT TO COMMENCE WORK	6
AWARD OF PROJECT	6
PROJECT COMPLETION DATE	6
PREPARATION OF PROPOSAL	7
BID GUARANTEE	7
ADDRESS	7
TIME	7
PLACE	7
COMPLIANCE NOTES	8
BID FORM	9
WRITTEN CONTRACT	10
BID GUARANTY AND CONTRACT BOND FORMS	11 - 12
NON-COLLUSION AFFIDAVIT	13
VERIFICATION OF "NO FINDING FOR RECOVERY"	14
AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.17 OF O.R.C.	15

Henry County Highway Department Building Alterations

LEGAL NOTICE
NOTICE TO CONTRACTORS

Notice is hereby given that sealed proposals will be received at the office of the Board of County Commissioners, Henry County, Ohio until Tuesday, April 12, 2022 at 9:30 A.M. for furnishing all services, labor, materials and equipment necessary for the improvement of the following project:

Henry County Highway Department Building Alterations

Bidding documents, plans and specifications will be issued at the Office of the County Engineer upon receipt of a non-refundable charge of \$40.00 per set. One display copy will be available for inspection at the Office of the County Engineer and Henry County Highway Department. The bidding documents and plans are also available on the Henry County Engineer's website <http://www.henrycountyengineer.com> under the link "Bid Request Listing".

All bidders are strongly encouraged to attend the pre-bid meeting to examine conditions and all surrounding conditions and protections needed affecting the work to be performed. A pre-bid meeting will be held at the job site at 2:00 pm, Wednesday, March 30, 2022 at 1343 Bales Road, Napoleon, Ohio 43545.

Bid proposals will be accepted for a single prime contract for the combined general trades, plumbing & HVAC. The contract will be awarded to the lowest and best bidder.

Domestic steel use requirements as specified in Section 153.011 of the Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.

Each bidder is required to file with this bid a bid guarantee in the form of either:

1. A bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount bid; or
2. A certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid.

Bid guarantee must be provided that if the contract be awarded on such bid, the bidder will enter into a contract and the performance of it will be properly secured. The successful bidder, if using a 10% bid guarantee, shall be required to provide a contract performance and payment bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid.

Estimated total cost of the improvement is \$1,055,477.00.

Addenda will be distributed to registered plan holders only.

Prevailing Wage Rates per Section 4115 of the Ohio Revised Code shall prevail on said project.

The Board reserves the right to waive irregularities in bid, to reject any or all bids, and conduct such investigations as necessary to determine the responsibility of any bidder.

BY ORDER OF
THE BOARD OF HENRY COUNTY COMMISSIONERS
HENRY COUNTY, OHIO
By: Kristi Schultheis, Clerk

Please publish the above Legal Notice
March 22, 2022

NOTICE TO BIDDERS

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of this employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or, (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. The County, its elected officials and employees shall be named as additional insureds with respect to all activities under any contract resulting from this bidding. These certificates shall contain a provision that coverage afforded under policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER. The CONTRACTOR must replace certificates for any insurance expiring prior to the effective end date under any contract resulting from this bidding.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims from personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR OR BY A SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property

damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Worker's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT are not protected under Worker's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. A copy of the CONTRACTOR'S valid Worker's Compensation certificate shall be submitted with this bid.

INDEMNIFICATION/HOLD HARMLESS

The CONTRACTOR shall indemnify and hold harmless the County, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the CONTRACTOR, any SUBCONTRACTOR, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

PROJECT SCOPE

The project consists of alterations to the building at the Henry County Highway Department located at 1343 Bales Road, Napoleon, OH 43545. All work shall be completed as per the project plans and specifications.

MAINTENANCE AND GUARANTEE PERIOD

The CONTRACTOR shall be responsible for all construction for one (1) year after project completion and acceptance. The CONTRACTOR shall make corrections as necessary by reason of noted defects. The County will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR fails to make repairs, adjustments or complete other work which may be required by such defects, the Owner may do so and charge the CONTRACTOR the costs incurred.

TESTING

The Owner reserves the right to engage an independent testing laboratory to obtain product and material samples to determine conformance with specifications of all material

used at the project site. Materials deemed unacceptable shall be corrected at the Contractors expense.

PRE-BID MEETING

All Bidders are strongly encouraged to attend the pre-bid meeting to examine conditions and all surrounding conditions and protections needed affecting the work to be performed. A pre-bid meeting will be held at the job site at 2:00 pm, Wednesday, March 30, 2022 at 1343 Bales Road, Napoleon, Ohio 43545.

CHANGES DURING BIDDING

During the bidding period, Bidders may be furnished addendum for changes, interpretation, or alternations of the plans and specifications. These changes or corrections, if any, shall be included in the work covered by the bid and shall become a part of the Contract Documents.

If any prospective Bidder figuring the work is in doubt as to the true meaning of any part of the plans or specifications or any other Contract Documents, he may submit to the Owner a written request for an interpretation.

Any interpretation of the plans and specifications or contract documents will be made by the addenda, copies of which will be mailed or delivered to each prospective Bidder who has obtained a copy of the plans and specifications.

The Owner will not be responsible for any other interpretation. Failure of the Bidder to receive any addenda or interpretations shall not relieve the Bidder of any responsibility as all such addenda shall be on file in the office of the Owner. No addenda will be issued in the last seventy-two (72) hours immediately preceding the bid due date.

All addenda shall become a part of the Contract Documents and shall be acknowledged on the page provided in the document section.

BIDDER'S QUALIFICATIONS

The Bidders shall submit with their Proposal satisfactory evidence of qualifications and experience showing that they have a practical knowledge and experience record for the project as specified. Only those Bidders having adequate financial and performance experience, in the opinion of the Owner shall be considered, and the Owner's judgment shall be final. Experience and qualifications shall include evidence of the following:

- a. The Prime Bidder shall show complete and satisfactory evidence of his experience in the fabrication and manufacturer of the items bid.
- b. No bid will be considered from any Prime Bidder that is not actively engaged in the work or supply of the items specified in the project.
- c. Subcontractors shall also list their experience and qualifications.

SUBCONTRACTORS LIST AND OTHER MANUFACTURERS

With his Proposal, each Bidder shall submit a list of subcontractors he intends to employ on the work together with pertinent qualifications thereof.

With his Proposal, each Bidder shall submit a list of components and devices, other than incidental hardware, etc., which he intends to use as part of his equipment, and which is not of his own manufacture.

This list shall be considered as part of his Proposal and shall not be subject to change except with the consent of the Owner.

UNDERGROUND UTILITIES

Prior to any construction requiring excavation activity, the CONTRACTOR shall contact the Ohio Utility Protection Service (OUPS) at 1-800-362-2764 for location of any underground utilities at least two (2) working days prior to any activity. Non-OUPS members must be called directly.

NOTICE OF INTENT TO COMMENCE WORK

The CONTRACTOR shall provide the Engineer with a minimum of 48 hours advance notice prior to the commencement of any work.

AWARD OF PROJECT

The bid will be tabled at the formal opening; award of the project will be made at the time designated by the County Commissioners following a review to verify bid compliance with all requirements. Bidders shall guarantee their bid for sixty (60) days from the date of the bid opening.

A bidder may withdraw a bid from consideration after the bid opening provided that notice of a request to withdraw a bid is made in writing to the owner within 2 business days after the bid opening. The owner reserves the right to request the bidder to submit evidence substantiating the bidder's request to withdraw the bid.

The award will be based on a comparison of the relative merits of each offering. The Owner reserves the explicit right to select the successful Bidder on the basis of the best bid considering the pertinent factors. Each Bidder is invited to include with his Proposal such additional information or data as he may desire to substantiate the quality and merits of his offering.

PROJECT COMPLETION DATE

The project shall be completed on or before October 31, 2022. Each Calendar day beyond this date shall incur a penalty of \$500/day until completion of the project. Changes in

schedule due to weather and other unforeseen events must be documented and signed off on by the Owner.

PREPARATION OF PROPOSAL

The blank spaces in the proposal must be filled in correctly, where indicated, and written in ink.

BID GUARANTEE

Payable to the Henry County Board of Commissioners.

Each bidder is required to file with his bid a bid guarantee in the form of either:

1. A bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid; or
2. A certified check, cashier's check or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of ten (10%) percent of the bid, payable to the Henry County Board of Commissioners.

Bid guarantee must be provided as guarantee that if the contract be awarded on such bid, the bidder will enter a contract and the performance of it will be properly secured. The successful bidder if using a 10% bid guarantee, shall be required to provide a contract performance and payment bond, executed by a surety company authorized to do business in the State of Ohio, for the full amount of the bid.

ADDRESS

Proposal must be sealed and addressed:
Board of Henry County Commissioners
1853 Oakwood Avenue
Napoleon, OH 43545

with envelope marked: Henry County Highway Department Building Alterations and with the name and address of the bidder.

TIME

Bids are to be opened at 9:30 A.M., Tuesday, April 12, 2022.

PLACE

Office of the Board of Henry County Commissioners
1853 Oakwood Avenue
Napoleon, OH 43545

COMPLIANCE NOTES

PREVAILING WAGE RATES AS PER SECTION 4115 OF THE OHIO REVISED CODE SHALL PREVAIL ON THIS PROJECT.

A COPY OF THE APPLICABLE WAGE RATES MAY BE OBTAINED FROM THE STATE OF OHIO WAGE AND HOUR DIVISION VIA THE INTERNET AT THE FOLLOWING WEB SITE: <http://www.com.ohio.gov/laws>

SHOULD THE BIDDER NOT HAVE ACCESS TO THE INTERNET, A COMPLETE SET OF THE APPLICABLE WAGE RATES ARE AVAILABLE AT THE OFFICE OF THE HENRY COUNTY ENGINEER. A COPY WILL BE PROVIDED IF REQUESTED.

THE SUCCESSFUL BIDDER WILL BE PROVIDED A HARD COPY OF THE PREVAILING WAGE RATES AS A PART OF THE CONTRACT DOCUMENTS.

ANY RATE CHANGES RECEIVED FROM THE STATE WAGE AND HOUR DIVISION DURING THE TERM OF THE CONTRACT WILL BE PROVIDED IN HARD COPY TO THE CONTRACTOR.

THE HENRY COUNTY COMMISSIONERS ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE PROVISIONS OF 153.59 AND 153.60 OF THE OHIO REVISED CODE WITH RESPECT TO DISCRIMINATION AND INTIMIDATION ON ACCOUNT OF RACE, CREED, SEX, HANDICAP OR COLOR.

THE CONTRACTOR IS REMINDED THAT COMPLETE COMPLIANCE WITH ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION STANDARDS CURRENTLY IN EFFECT IS MANDATORY ON ALL WORK COMPLETED UNDER THIS PROPOSAL/CONTRACT.

Henry County Highway Department Building Alterations

BID FORM

Henry County Highway Department Building Alterations
1343 Bales Road, Napoleon, Ohio 43545

The undersigned, having full knowledge of the sites, plans and specifications for the following improvements and the conditions of this proposal hereby agrees to furnish all services, labor and materials and equipment necessary to complete the entire project according to the plans, specifications and completion time, and to the acceptance of the Board of County Commissioners and Engineer of Henry County. Having read and examined the contract documents for the above referenced project and the following addenda:

Addendum Number

Date Received

Base Bid

Total Labor & Materials (Base Bid): \$ _____

Amount of "Base Bid" written in words:

Alternate G-1: Storage Building Renovations

Total Labor & Materials (Alternate G-1): \$ _____

Amount of "Alternate G-1" written in words:

Date: _____

BIDDER: _____

By: _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Henry County Highway Department Building Alterations

(Name of Corporation)

* Please staple certified check, cashier's check, letter of credit, or bid guarantee bond here *

(This page must be executed, in the appropriate place, prior to submission of this bid.)

WRITTEN CONTRACT

On acceptance of the Proposal for said work, I/we do hereby bind myself/ourselves this ____ day of _____, 2022, to enter into a written contract with the HENRY COUNTY BOARD OF COMMISSIONERS within ten (10) days from the notice of award.

IF AN INDIVIDUAL, SIGN BELOW:

(Name)

(Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME, SIGN BELOW:

(Trade Name)

(Post Office Address)

Sole Owner

By: _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership)

(Post Office Address)

By _____

(Post Office Address)

(Partner)

(Post Office Address)

(Partner)

(Post Office Address)

(Partner)

(Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name)

(Name)

By _____

By _____

(Post Office Address)

(Post Office Address)

IF A CORPORATION BID, SIGN BELOW:

Incorporated under the laws of the State of _____

By _____ (Signature)

_____ Title of Officer Signing

Henry County Highway Department Building Alterations

**BID GUARANTY AND
CONTRACT BOND**

(Section 153.57I, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

(Name and Address)

as Principal and _____

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto _____ Ohio
as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on
_____ to undertake the project known as: _____

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, Incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of _____ dollars (\$_____).

(if the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing and mailing notices to prospective bidders, whichever is less, then his obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialism or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligation of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 2022.

Henry County Highway Department Building Alterations

PRINCIPAL:

By: _____

Title: _____

Surety: _____

By: _____
(Attorney-in-Fact)

SURETY COMPANY ADDRESS:

Street

City State Zip

Telephone

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

NON-COLLUSION AFFIDAVIT

State of Ohio

County of _____: ss.

I, _____,
(Name of Party Signing Affidavit) (Title)

being duly sworn, do depose and say:

That _____
(Insert name of individual, Co-partnership, or Corporation)

its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

(Signature)

(Title)

Sworn to and subscribed before me this ____ day of _____, 2022.

Notary Public in and for

_____ County, Ohio

(Seal)

My commission expires:

_____, 20__

VERIFICATION OF "NO FINDING FOR RECOVERY"

No political subdivision shall award a contract for goods, services, or construction to a person against whom a Finding for Recovery has been issued by the Auditor of State, if the Finding for Recovery is unresolved.

The undersigned, by their signature and title, document that no "Finding for Recovery" is outstanding for the bidder.

By:

Title

Prior to award of a contract, Henry County shall verify and report to the Engineer and the Bidder that the Bidder does not appear in the State Auditor's database for "Findings of Recovery".

Henry County Highway Department Building Alterations
AFFIDAVIT IN COMPLIANCE WITH SECTION 3516.13
OF THE OHIO REVISED CODE

STATE OF OHIO

HENRY COUNTY

The undersigned personally appeared before me, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Henry, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of **the** following has **individually** made since April 4, 2007 and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$10,000, to any elected official of the County of Henry or their individual campaign committees:
 - a. Myself;
 - b. Any partner or owner or shareholder of the partnership (if applicable);
 - c. Any owner of more than 20% of the corporation or business trust (if applicable);
 - d. Each spouse of any person identified in (a) through (c) of this section;
 - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)
2. That none of the following have **collectively** made since April 4, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$10,000, to any elected official of the County of Henry or their individual campaign committees:
 - a. Myself;
 - b. Any partner or owner or shareholder of the partnership (if applicable);
 - c. Any owner of more than 20% of the corporation or business trust (if applicable);
 - d. Each spouse of any person identified in (a) through (c) of this section;
 - e. Each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after April 4, 2007)

Signature _____

Title _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public _____

My Commission expires _____