

INSTRUCTIONS TO BIDDERS

1. Bids will be received by the City of Findlay, Ohio, herein called the "Owner" until **2:00 p.m. on January 8, 2026**, and then publicly opened.
2. Bids must be submitted via Bid Express at www.bidexpress.com using the electronic forms furnished by the City. Free registration with Bid Express will allow a bidder to review and print all project plans. A digital ID along with a per bid fee or monthly subscription will be required for bidders to submit an electronic bid. If you need additional Bid Express assistance, please call the dedicated Bid Express customer support team at 888-352-BIDX (2439) for live support on business days from 7:00 am – 8:00 pm (EST). You can also email the team at support@bidexpress.com or refer to the Vendor Resource page on their website.
3. **Each bid shall include a fully executed Request for Bids (RFB) document titled “City of Findlay Fire Hydrants Gate Valves Sewer Pipe RFB 12.15.2025.”** The fully executed RFB document must be submitted as an attached document with the bid proposal.
4. Wherever the word "Engineer" is used herein, it shall be understood to refer to Findlay City Engineer.
5. The Owner may waive any informalities or minor defects 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 Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.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 after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within 60 days, the time may be extended by mutual agreement between the Owner and the Bidder.
6. The quantities listed in the Proposal Form are to be considered as approximate and are to be used only for the comparison of bids and as basis for computing amounts of security or penal sums of bonds to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts, and except for lump sum items in unit price contracts will be made to the Contractor for the actual quantities only of work performed or materials furnished in accordance with the drawings and specifications, and it is understood that the scheduled quantities of work to be done and material to be furnished may each be increased or diminished without, in any way, invalidating the unit bid prices.
7. Each Bid must be accompanied by a Bid guaranty payable to the owner. This Bid guaranty must be one of the following:
 - a) A Bid Guaranty and Performance Bond in the amount of one hundred percent (100%) of the total amount of the Bid, including any additive alternative proposals made by the Contractor.

- b) A certified check, cashier's check, or letter of credit from a FDIC bank in the amount of ten percent (10%) of the Bid, including any additive alternative proposals made by the Contractor.

As soon as the Bid prices have been compared, the Owner will return the Bid guaranty of all except the three lowest responsible Bidders. When an Agreement is executed, the Bid guaranty of the two remaining unsuccessful Bidders will be returned. If the Bid guaranty is (b) above, it will be returned to the successful Bidder upon the completion and acceptance of a Performance Bond.

8. Attorneys-in-fact who sign Bid or Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
9. The Owner may make such investigations as he 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 Agreement and to complete the work contemplated therein.
10. A conditional or qualified Bid will not be accepted.
11. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.
12. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.
13. Questions relating to the interpretation of the Contract Documents should be directed to the Engineer, Service Director, or Law Director.
14. Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate against employment practices.

Bidders must, if requested, submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246, as amended.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies to maintain their eligibility to receive the award of the Contract.

Successful Bidders must, if requested, submit a list of all subcontractors who will

- perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 as amended and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the Contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.
15. Successful Bidders must be prepared to comply in all respects with the Contract provisions regarding nondiscrimination.
 16. In awarding the Contract, the Owner will base the judgement on all the unit items being bid by the Bidder and a total price therefrom. Any person who does not complete any item by not providing a unit price for that item will be subject to rejection of Bid.
 17. Each Bidder is required to state in his proposal, his name and place of residence and the names of all persons interested with him: in case of a corporation the names of other than the president and secretary need not be given. Reference shall be furnished to establish the skill and business standing of the Bidder.
 18. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the drawing, specifications, or other proposed Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The awarding authority will not be responsible for any other explanations or interpretations of the proposed documents.
 19. No Contract will be awarded to any Contractor who is in arrears to the City of Findlay upon debt or Contract, or who is a defaulter as surety or otherwise upon any obligation to said City.
 20. The successful bidder will be required to complete a form pursuant to Section 5719.042 of the Ohio Revised Code, indicating whether the Contractor has delinquent personal property taxes due to Hancock County, Ohio.
 21. Ohio Revised Code prohibits any state agency or political subdivision from awarding a contract for goods, services, or construction to a vendor/contractor who has a current unresolved Finding for Recovery issued by the Auditor of State.
 22. During the Contract, the Contractor shall conform to all federal, state, and local laws which are applicable to the work undertaken.

