

MEMORANDUM

To: All Interested Vendors

From: Dan Jones
Procurement Buyer

Date: April 13, 2021

Subject: Addendum No. 3
HVAC Replacement - Hilliard Branch
Addition of Bid Bond

Part I. Bid Bond

No bid will be received or considered which is not accompanied by a Bid Bond issued by a surety company which is authorized to do business in the State of Ohio.

The bid bond shall insure the CML to the extent of not less than ten percent (10%) of the amount of the total bid price.

In lieu of bid bond, the bid may be accompanied by a deposit of ten percent (10%) of the amount of the total bid price. Such deposit shall consist of a certified check upon a state or national bank or trust company or a check of such bank or trust company signed by a duly authorized officer thereof, drawn to CML.

The bid deposit, in whatever form, must be enclosed with the Contractor's sealed bid documents in a separate sealed envelope.

The bid bond, or check, as the case may be, shall assure CML of the adherence of the bidder to its bid and the execution of the Contract, if the bid is accepted.

Within five (5) days of the opening of bids, bid bonds or deposits, in whatever form, will be returned to all but the three (3) lowest responsive bidders. Where all bids are rejected, bid bonds or deposits, in whatever form will be returned to all bidders.

If the Bidder whom the Contract is awarded refuses or neglects to execute the Contract, or fails to furnish the required security, within five (5) days after notice to the Contractor of the award, the amount of the deposit, or as much thereof as may be applicable to the amount of the award made to the Contractor, shall be forfeited, and shall be retained by CML. The Bidder shall also be liable for and agrees to pay CML on demand, the difference between the price bid by the awarded Contractor and the price for which such Contract shall be subsequently re-let, including the cost of such re-letting, if any, less the amount of the bid deposit. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid.

**BIDDERS ARE REQUIRED TO ACKNOWLEDGE THE RECEIPT OF THIS MEMORANDUM
(ADDENDUM NO. 3) ON THE ACKNOWLEDGEMENT OF ADDENDA FORM IN THE ITB
DOCUMENTS**