

## **BID FORM**

### **ARTICLE 1 – BID RECIPIENT**

- . 1.01 This Bid is submitted to: **Village of Bradner, Attn: Ms. Kerstan Kaminski, Fiscal Officer 130 Main Street, P.O. Box 599, Bradner, Ohio 43406**
- . 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### **ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### **ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, the receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports and all drawings of physical conditions relating

to existing Site (except Underground Facilities). Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false

or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non- competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Alternative 1: \_\_\_\_\_

Alternative 2: \_\_\_\_\_

Alternative 3: \_\_\_\_\_

## **ARTICLE 6 – TIME OF COMPLETION**

- . 6.01 Bidder agrees that the Work will be substantially complete on or before July 1, 2019, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the

General Conditions on or before July 8, 2019.

- . 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid: A. Required Bid Security in the form of one of the following: (Indicate which)

( ) A Bid Guaranty and Contract Bond for the full amount (100%) of the Bid, in favor of OWNER;

( ) A Certified check, cashiers check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid, payable to OWNER; which it is agreed, shall be for the benefit of OWNER pursuant to Section 153.54 of the Ohio Revised Code if the undersigned fails to execute the Agreement in conformity with the Form of Agreement incorporated in the Contract Documents and furnish Bond within 10 days after Notice of Award is given by the OWNER.

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with Supporting Data; and

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

**If Bidder is an Individual:**

Name (typed or printed): \_\_\_\_\_

\_\_\_\_\_ signature: \_\_\_\_\_

d.b.a. (if any): \_\_\_\_\_

**If Bidder is a Partnership:**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of general partner -- attach evidence of authority to sign)

**If Bidder is a Corporation:**

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_

(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

**All Bidders:**

Bidder's Business Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email: \_\_\_\_\_

SUBMITTED on (date) \_\_\_\_/\_\_\_\_/\_\_\_\_ State Contractor License No. \_\_\_\_\_