



**CITY OF EAST PROVIDENCE
DEPARTMENT OF PUBLIC WORKS
WATER POLLUTION CONTROL FACILITY IMPROVEMENTS
AND CONCRETE LINING PROJECT
BID FORM
RFP EP21/22-20R**

BID OPENING THURSDAY, MARCH 2, 2023 AT 11:00AM

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of East Providence, Rhode Island
City Hall Controllers Office, Room 103, Attn: Ralph Mitchell, Procurement Specialist
145 Taunton Avenue
East Providence, Rhode Island 02914

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner, by executing the Agreement 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.
- 1.03 The undersigned bidder, being familiar with local conditions affecting the cost of the work, hereby proposes to provide all necessary labor, materials, equipment and incidental items necessary to do all the work called for in the Specifications and in accordance with the Contract Documents.
- 1.04 The undersigned further understands that the quantities of work as shown are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased, at the unit prices stated.

1.05 The undersigned also further understands that the City reserves the right to accept the lowest responsible bidder for this Wastewater Pollution Control Facility Improvements and Concrete Lining project.

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. Bidder will sign the Agreement and will furnish the required contract security, and other required documents within the time periods set forth in the Bidding Documents.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda.

Addendum No.	Addendum Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. 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.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATIONS

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 the 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):

Lump Sum Bid Price, Item No. 1	\$
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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
2	Additional Repair Type 1	Square Foot	500	\$	\$
3	Additional Repair Type 2	Square Foot	500	\$	\$
4	Additional Repair Type 3	Linear Foot	250	\$	\$
5	Additional Concrete Lining	Square Foot	500	\$	\$
6	Additional Bypass Pumping	Day	25	\$	\$
7	Additional Testing Allowance	Each	1	\$50,000	\$50,000
				\$	\$
Total of All Unit Price Bid Items					\$

Bidder acknowledges that (1) each bid unit price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

All prices must be written in words and figures. In case of discrepancy, the amount shown in words will govern.

Total of Lump Sum and Unit Price Bids = Total Bid Price (amount in Figures) \$ _____

Total of Lump Sum and Unit Price Bids = Total Bid Price (amount in Words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages and special damages in the event of failure to complete the Work within the Contract Times. Bidder also accepts the provisions for performance damages, if any, included in the Contract Documents.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required bid security.
 - B. Required Qualifications Statement with supporting data.
 - C. Listing of Subcontractors, Suppliers, and other individuals and entities required to be identified in this Bid.
 - D. Anti-Collusion Declaration.

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 submitted by:

BIDDER: [Indicate correct name of bidding entity]

By: [Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

(Corporate Seal)