

**BID FORM**

for

**City of Minot, ND  
Debris Removal, Transportation and Disposal – P# 3493**

<b>Bidder's Full Legal Name (Business Entity or Individual Name or Names, if Joint Venture)</b>	
<b>Trade Name (if Applicable)</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Telephone</b>	
<b>Bidder's Contractors License Number</b>	
<b>Classification</b>	

THIS BID IS SUBMITTED TO:  
City of Minot Finance Department  
PO Box 5006, Minot North Dakota, 58702  
or delivered to:  
City Clerk at 515 2nd Ave SW, Minot, ND, 58701

**GENERAL STATEMENTS**

1. The Bidder identified above, in compliance with your solicitation for offers for the Bid having examined the specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish all supervision, labor, materials, equipment and supplies and to construct/demolish the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this bid is a part.
2. Bidder hereby agrees to commence work under this contract within 48 hours of the date to be specified in the written "Notice to Proceed" from the Owner and to fully complete the work specified in the Contract Documents before November 9<sup>th</sup>, 2011. The Contract

may be extended for one optional period for an additional five (5) months. Exercising the option to extend the Contract shall be based on the State of North Dakota and FEMA extending the reimbursement period for this work and must be put in writing between the Owner and the Contractor. The total duration of the Contract, including the option period, shall not exceed six (6) months.

3. Bidder accepts all of the terms and conditions of the Bidding Documents. Bidder will sign the Agreement and submit the required Bonds and other documents required by the Contract Documents within the specified timelines.
4. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and Contract Documents and further warrants and represents that the Bidder has examined copies of all the Bidding Documents, the Instructions to Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

5. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included with the bid documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Contract Documents.

### **REPRESENTATIONS, WARRANTIES, AND CERTIFICATIONS**

6. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and other Contract Documents, and further warrants and represents that:
  - (a) Bidder has familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.
  - (b) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests,

reports or similar information or data are or will be required by Bidder for such purposes.

- (c) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
- (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- (e) That bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder.
- (f) That no part of the contract price received by bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with construction of the public building or project were in the regular course of their duties for bidder.
- (g) Said bid is genuine and the bidder has not colluded, conspired or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.
- (h) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of bidder or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- (i) All statements contained in said bid are true and correct.
- (j) Neither bidder nor any member of his company has divulged information regarding said bid or any data relative thereto to any other person, firm or corporation.

**SCHEDULE OF BID ITEMS**

7. Bidder agrees to complete the Work according to the following schedule of bid items:

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	EXTENDED
00001	C & D Removal, Transportation, and Disposal	TON	1	\$	\$
00002	MSW Removal, Transportation, and Disposal	TON	1	\$	\$
00003	Remaining - Hazardous Debris Removal, Transportation, and Disposal (i.e., HTW, ACM, E-waste, Petroleum products, etc.)	TON	1	\$	\$
00004	White goods/metal goods, removal, decommission, transportation and disposal	TON	1	\$	\$
<b>TOTAL BID PRICE FOR CATEGORIES</b>					

**SUBCONTRACTORS**

8. Bidder will use the following subcontractors in performing the Work, and will use no other subcontractors without the prior approval of the Owner (attach supplemental sheet, if needed):

Description of Work	Full Legal Name of Subcontractor

9. The Bidder agrees that the Work shall be completed before November 9, 2011 as stipulated in the Contract Documents. A Bid Bond with Power of Attorney (for surety bond only) is attached to and made a part of this Bid.

**EXECUTION, DECLARATION OF AUTHORIZATION AND ACCURACY**

10. I declare under penalty of perjury that I am authorized to submit the foregoing bid on behalf of the identified bidder (if the bidder is a corporate or other business entity) or on my own behalf (if bidding as an individual), and the information presented in the foregoing Bid Form is true and correct.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

<b>Signature of Individual or Representative</b>	
<b>Printed Name of Individual or Representative</b>	
<b>Title, if Person Executing is a Representative</b>	

END OF SECTION