

# SECTION 00330 BID FORM

PROJECT: KNOXVILLE UTILITIES BOARD (PROJECT NAME) KNOXVILLE, TENNESSEE CONTROL NUMBER XXXX

BID TO:

OWNER: Knoxville Utilities Board Procurement Department 4505 Middlebrook Pike Knoxville, TN 37921

BID FROM:

Bidder:

ARTICLE 1. The undersigned bidder agrees, if this Bid is accepted, to enter into and execute in the form attached to the Bidding Documents an Agreement with OWNER (the "Agreement") to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

ARTICLE 2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation, those dealings with the disposition of Bid security. The bidder acknowledges that all work shall be performed in accordance with the Contract Documents of the OWNER. In the event of a conflict between the Contract Documents and the OWNER's Standard Specifications when incorporated by reference, the one requiring the highest level or quality of work shall control. This Bid will remain open for acceptance by the OWNER and may not be withdrawn by the bidder until 60 days after the day of Bid opening. Further, Bid prices shall remain effective for the full term of the Contract. Bidder will sign the Agreement then submit the Bonds and other documents required by the Bidding Documents within 10 days after the date of OWNER's acceptance of this Bid by a Notice of Award.



ARTICLE 3. In submitting this Bid, bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the Advertisement for Bids, Instructions to Bidders, and the following Addenda (receipt of which is hereby acknowledged):

Date	Number			

- B. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as bidder deems necessary;
- C. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by bidder, and safety precautions and programs incident thereto.
- D. Bidder does not consider that any 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 and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder has correlated the information known to bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- F. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the resolution thereof by the OWNER is acceptable to the Bidder.



ARTICLE 4. Bidder further represents that 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 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 individual or entity to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over OWNER. By submitting a Bid, Bidder represents that no commissioner or officer of OWNER or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for OWNER has a "direct interest" in the Bidder or in the work which is subject to this proposal, subject to the requirements of T.C.A §12-4-101, et seq and T.C.A §6-54-107, et seq.

ARTICLE 5. The bidder agrees to furnish all labor, equipment, materials not furnished by the OWNER, and incidentals as required for the completion of the Work all in accordance with the Bidding and Contract Documents. Bidder hereby offers to complete the Work for the following Contract Price:

dollars

#### (\$\_\_\_\_\_)

If the Work is paid by Unit Price the amount above shall be equal to the total sum of all Unit Prices and quantities stated on the enclosed Bid Form subject to the provisions of Article 11 of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of bids and that final payment will be for actual quantities of bid items installed determined as provided in the Contract Documents. Discrepancies between multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The bidder must include sales and/or use taxes on all materials required for the Work. The successful bidder is solely responsible for applying to the Tennessee Department of Revenue for any applicable exemptions to sales and/or use taxes.

The bidder understands that the OWNER reserves the right to reject any or all Bids and to waive any informality in the bidding.

All the various phases of the Work enumerated in the detailed Specifications with their individual jobs and overhead, whether or not specifically mentioned, included by implication, or appurtenant thereto, are to be performed by the CONTRACTOR under one of the items listed on the Bid Form, irrespective of whether they are named in said list.

ARTICLE 6. Bidder will Substantially Complete the Work within \_\_\_\_\_ calendar days following the commence date stated in the Notice to Proceed. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to Substantially Complete the Work within the time specified above, which shall be stated in the Agreement (Section 00514).



ARTICLE 7. . Required Bid security in the form of a certified cashier's check or Bid Bond and in the amount of 5% of the total amount of the total price Bid must be attached and is made a condition of this Bid.

ARTICLE 8. Communications concerning this Bid shall be addressed to the following address:

### For Technical Information Contact:

### (Insert Project Engineer) Knoxville Utilities Board 4505 Middlebrook Pike Knoxville, TN 37921

# Phone No. (865) \_\_\_\_\_

### For Bid Procedure Contact:

Contract Specialist Procurement-Contract Services Knoxville Utilities Board 4505 Middlebrook Pike Knoxville, TN 37921-5599 Phone No. (865)558-\_\_\_\_\_



SUBMITTED ON	
AUTHORIZED SIGNATURE	(CORPORATE SEAL)
(Signature of Authorized Agent)	
By	
Title	
Company Name	
Type (Corporation, Partnership, LLC):	
Address	
Phone ( ) FAX	( )
State of Incorporation	
Contractors License No	
	Attest
	Title
The full names and addresses of parties interested in this B	Bid as principals are as follows:



# **BID FORM**

## (PROJECT NAME)

## **Control Number XXXX**

<u>Item</u>	Bid Item	<u>Quantity</u>	<u>Unit</u>	<b>Unit Price</b>	<u>Total</u>			
1.	Description of Item i.e. Water Lines							
	a. Size and Type of Item i.e. 6" DI							
			\$					
				Total (Numbers)				

Total (Words)

All quantities shown are approximate only. The OWNER does not in any way guarantee work to the CONTRACTOR.

END OF SECTION