

**SECTION A-3
PRICE PROPOSAL FORM**

TABLE OF CONTENTS

	Page
ARTICLE 1 – PRICE PROPOSAL RECIPIENT	1
ARTICLE 2 – PROPOSER’S ACKNOWLEDGEMENTS	1
ARTICLE 3 – PROPOSER’S REPRESENTATIONS	1
ARTICLE 4 – PROPOSER’S CERTIFICATION	2
ARTICLE 5 – BASIS OF PRICE PROPOSAL.....	3
ARTICLE 6 – TIME OF COMPLETION	4
ARTICLE 7 – ATTACHMENTS TO THIS PRICE PROPOSAL.....	4
ARTICLE 8 – DEFINED TERMS	4

PRICE PROPOSAL FORM

City of Kimball

Generation Implementation Design-Build Project

ARTICLE 1 – PRICE PROPOSAL RECIPIENT

1.01 This Price Proposal is submitted to:

**City of Kimball (Owner)
223 S Chestnut
Kimball, NE 69145**

1.02 The undersigned Proposer proposes and agrees, if this Price Proposal is accepted and Owner awards the design-build contract to Proposer, to enter into the design-build contract with Owner in the form included in the RFP Documents, to perform all Work as specified or indicated in the RFP Documents for the prices and within the times indicated in this Price Proposal and in accordance with the other terms and conditions of the RFP Documents.

ARTICLE 2 – PROPOSER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – PROPOSER’S REPRESENTATIONS

3.01 In submitting this Price Proposal, Proposer represents that:

Proposer has examined and carefully studied the RFP Documents, and any data and reference items identified in the RFP Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

Proposer 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.

Proposer is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

Proposer has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site, and all drawings (if any) of physical conditions relating to existing surface or

subsurface structures at the Site, that Owner has identified or made available to Proposer, 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 Owner has identified or made available to Proposer, especially with respect to Technical Data in such reports and drawings.

Proposer has considered the information known to Proposer itself, and to members of Proposer's design-build team; information commonly known to design professionals, design-builders, and contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the RFP Documents; and the Site-related reports and drawings (if any) identified in the RFP Documents or otherwise made available to Proposer, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the project design; (3) the means, methods, techniques, sequences, and procedures of construction to be employed by Proposer; and (4) Proposer's safety precautions and programs.

Proposer 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 preparation of its Proposal for performance of the Work at the prices stated and within the times required, and in accordance with the other terms and conditions of the RFP Documents.

Proposer 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 RFP Documents.

Proposer has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Proposer has discovered in the RFP Documents, and confirms that the written response from Owner is acceptable to Proposer.

The RFP Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

The submission of this Price Proposal constitutes an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, and that without exception the Price Proposal and all prices in the Price Proposal are premised upon performing and furnishing the Work required by the RFP Documents.

ARTICLE 4 – PROPOSER'S CERTIFICATION

4.01 Proposer certifies that:

This Price Proposal 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;

Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Price Proposal;

Proposer has not solicited or induced any individual or entity to refrain from submitting a Price Proposal; and

Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

- B. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of Owner, (b) to establish prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. “collusive practice” means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish prices at artificial, non-competitive levels; and
- D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF PRICE PROPOSAL

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

DESCRIPTION	STIPULATED PRICE
BUILDING:	
1. Engineering/Design	\$
2. Building Procurement	\$
3. Foundation Installation	\$
4. Building Installation	\$
SWITCHGEAR:	
1. Engineering/Design	\$
2. Procurement	\$
3. Installation & Commissioning	\$
4. Spare Equipment	\$
GENERATOR:	
1. Fuel System Design & Installation	\$
2. Generator Installation	\$
3. Generator Commissioning	\$
4. Generator Operation and Maintenance Training	\$
CONTRACT PRICE TOTAL	\$

DESCRIPTION	STIPULATED PRICE
OPTIONAL ITEMS:	
1. Integral Motorized Racking Device Accessory	\$
2. ANSI Type 2A Arc Resistant Switchgear	\$
3. IR Compatible Viewports	\$

Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.

ARTICLE 6 – TIME OF COMPLETION

6.01 Proposer agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.06 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

ARTICLE 7 – ATTACHMENTS TO THIS PRICE PROPOSAL

7.01 The following documents are to be submitted with and made a condition of this Price Proposal:

1. Required Price Proposal security
2. Price Proposal Form
3. Preliminary design documents including but not limited to the following:
 - a. Building layout / location
 - b. Switchgear Data Sheet (from Section C-3)
 - c. Building Dimensions and Layout
 - d. Contact information for all subcontractors, subconsultants and major material suppliers
 - 1) Switchgear Manufacturer
 - 2) Building Manufacturer
 - 3) Trade Subcontractors
 - 4) Electrical Testing Subcontractor
 - e. List of projects of similar size and type performed within the last ten years including references
 - f. Design Build Agreement Document Exceptions (if any)

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Price Proposal with initial capital letters have the meanings stated in the RFP, the General Conditions, and the Supplementary Conditions.

8.02 Price Proposal Submittal

PROPOSER:

By:

Signature: _____

Printed name: _____

Attest:

Signature: _____

Printed name: _____

Title: _____

Submittal Date: _____

Address for giving notices: _____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail
address: _____

Proposer's License No.: _____