

SECTION 1.A

BID FOR LUMP SUM CONTRACT

Date: _____

BID OF _____
(hereinafter called "Bidder") a corporation* organized and existing under laws of the State of _____
_____,
a partnership* consisting of _____
_____,
an individual* trading as _____,
a joint venture* consisting of _____
_____.

*Insert Corporation(s), partnership or individual, as applicable.

TO: Curators of the University of Missouri
[Address as identified in Appendix C1]

[Write Consultant firm name, project title (in all capitals), University project number, and date of advertisement in spaces below.]

1. Bidder, in compliance with invitation for bids for construction work in accordance with Drawings and Specifications prepared by __, entitled "__", project number __, dated ____ having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri's tax exemption status, incurred in performing work required under Contract documents, of which this Bid is a part.

Bidder acknowledges receipt of following addenda:

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

2. In following Bid(s), amount(s) shall be written in both words and figures. In case of discrepancy between words and figures, words shall govern.

3. BID PRICING

[Describe basic scope of work included in Base Bid in space below.]

a. Base Bid:

The Bidder agrees to furnish all labor, materials, tools, and equipment required to __; all as indicated on the Drawings and described in these Specifications for sum of:

_____ DOLLARS (\$_____).

[Retain Alternate paragraphs below, if applicable. All Alternates shall be additive. Briefly describe work included in each Alternate. If not used, then delete.]

b. Additive Alternate Bids:

Above Base Bid may be changed in accordance with following Alternate Bids as Owner may elect. Alternates are as described in Section 1.H of Project Manual. Alternates are written in a priority order, but Owner is not required to accept or reject in order listed. This is a one (1) contract project,

therefore, Alternates shall be studied by each Bidder to determine effect on Bids of Contractor and each Subcontractor and/or Material supplier.

(1) Additive Alternate No. 1:**[Briefly describe work included in Alternate.]**
(Briefly describe work included in Alternate) All for sum of:

_____ DOLLARS (\$ _____).

(2) Additive Alternate No. 2:**[Briefly describe work included in Alternate.]**
(Briefly describe work included in Alternate) All for sum of:

_____ DOLLARS (\$ _____).

[Retain Unit Prices below, if applicable. Prepare unit price schedule as required. Examples below are unit prices for excavation. State cubic yard quantity in Base Bid for each type of rock excavation.]

c. Unit Prices:

[All items for unit pricing will have an associated quantity given in the description of the unit price for the base bid quantity.]

(1) For changing specified quantities of work from those indicated by Contract Drawings and Specifications, upon written instructions of Owner, the following Unit Prices shall prevail in accordance with General Conditions.

(2) The following Unit Prices include all labor, overhead and profit, materials, equipment, appliances, bailing, shoring, shoring removal, etc., to cover all work.

(3) The following Unit Prices are required where applicable to particular Base Bid and/or Alternate being submitted.

(4) Only a single Unit Price shall be given and it shall apply for either MORE or LESS work than that indicated on Drawings and called for in Specifications as indicated to be included in Base Bid and/or Alternates. In the event that more or less units than so indicated is actually furnished, Change Orders will be issued for increased or decreased amounts as approved by the Owner.

(5) Bidder understands that the Owner will not be liable for any Unit Price or any amount in excess of Base Bid and any Alternate(s) accepted at time of award of Contract, except as expressed in written Change Orders duly executed and delivered by Owner's Representative.

FILL IN ONLY ONE PRICE PER LINE [(6) and (7) below are examples, add or delete unit pricing as appropriate. Be specific on quantities, ie. give a base bid quantity for every unit price, and list the unit for each unit price to be given.]

(6) Rock Excavation in addition to soil excavation, as defined in Division 2, per cu. yd.

(a) General Excavation,
Base Bid quantity = _____ cu. yd. \$ _____/cu. yd.

(b) Trenching,
Base Bid quantity = _____ cu. yd. \$ _____/cu. yd.

(7) Drilled Pier Excavation/l.f.
Base Bid quantity = _____ l.f. \$ _____/l.f.

[Consultant to insert the following allowance paragraph when directed by Project Manager.]

d. Allowance:

Bidder shall include in the base bid sum an allowance of _____ for _____ (**brick, security system, etc**). This allowance amount shall not include contractor's overhead and profit. The Contractor shall include overhead and profit on the allowance amount in his bid.

4. PROJECT COMPLETION **[Write calendar days in words and (numbers) below. Paragraphs must be identical to paragraphs in Special Conditions.]**

[Except in special cases, we prefer all contract periods to be based on calendar days, not dates. If dates are used, use only dates. Do not mix calendar days and dates.]

a. Contract Period - Contract period begins on the day the Contractor receives unsigned Contract, Performance Bond, Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Bidder agrees to complete project within _____ (_____) calendar days from receipt of aforementioned documents. Fifteen (15) calendar days have been allocated in construction schedule for receiving aforementioned documents from Bidder.

b. Commencement - Contractor agrees to commence work on this project after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed Contract documents listed in paragraph 4.a. above.

[Retain liquidated damages paragraph below as directed by the Project Manager. Write dollar amounts in words and (numbers).]

c. Liquidated Damages - In event that Contractor shall fail to substantially complete the work as defined in Contract Documents within time fixed for such completion set forth in Contract Documents, Contractor shall pay to Owner as damages for each calendar day of delay in completing work, sum of _____ (\$_____) dollars. In view of difficulty of accurately ascertaining loss that Owner will suffer by reason of delay in completion of work, said sum is hereby fixed and agreed as liquidated damages that Owner will suffer by reason of such delay and not as penalty.

[Use the following paragraph where paragraph (d) is used and whenever any special scheduling requirements exist, ie., work that must be completed by Nov. 1, etc.]

d. Special scheduling requirements:

[Retain subcontractor list below for projects over \$500,000 construction cost.]

5. SUBCONTRACTOR LIST:

Bidder hereby certifies that the following subcontractors will be used in performance of Work:

NOTE: Failure to list subcontractors for each category of work identified on this form or listing more than one subcontractor for any category of work without designating the portion of work performed by each shall be grounds for rejection of bid. List name, city, and state of designated subcontractor, for each category of work listed in Bid For Lump Sum Contract. If work within a category will be performed by more than one subcontractor, Bidder shall provide name, city, and state of each subcontractor and specify exact portion of work to be performed by each. If acceptance/non-acceptance of Alternates will affect designation of a subcontractor, Bidder shall provide information, for each affected category, with this bid form. If Bidder intends to perform any designated subcontract work by using Bidder's own employees, then Bidder shall list their own name, city, and state. The bidder may petition the Owner to change a listed subcontractor only within 48 hours of the bid opening. See Information For Bidders Section 16 List of Subcontractors for requirements.

Work to be performed

Subcontractor Name,

City, State

[List major subcontracted divisions of work below as directed by the Project Manager. Do not attempt to divide work or group work together for bidder. Leave ample blank space for bidders to list information required. Limit to subcontractors only--not suppliers.]

[Subcontractor 1]

[Subcontractor 2]

[Subcontractor 3]

[Retain Supplier Diversity paragraphs below for projects under \$100,000 construction cost.]

6. SUPPLIER DIVERSITY PARTICIPATION GOALS

a. The Contractor shall have as a goal, subcontracting with Service Disabled Veteran Owned Business (SDVE) of three percent (3%) of awarded contract price for work to be performed.

b. Requests for waiver of this goal shall be submitted on the attached Application For Waiver form. A determination by the Director of Facilities Planning & Development, UM, that a good faith effort has not been made by Contractor to achieve above stated goal may result in rejection of bid.

c. The Undersigned proposes to perform work with following Supplier Diversity participation level:

SDVE PERCENTAGE PARTICIPATION: _____ percent (____%)

d. A Supplier Diversity Compliance Evaluation form shall be submitted with this bid for each diverse subcontractor to be used on this project.

[Retain Supplier Diversity paragraphs below for projects over \$100,000 construction cost.]

6. SUPPLIER DIVERSITY PARTICIPATION GOALS

b. The Contractor shall have as a goal, subcontracting with Minority Business Enterprise (MBE) of _____ (____)[**Write out goal in words (numbers)**], with Service Disabled Veteran Owned Business (SDVE) of three percent (3%); and with Women Business Enterprise (WBE), Disadvantage Business Enterprise (DBE), and/or Veteran Owned Business of _____ (____)[**Write out goal in words (numbers)**] of awarded contract price for work to be performed.

b. Requests for waiver of this goal shall be submitted on the attached Application For Waiver form. A determination by the Director of Facilities Planning & Development, UM, that a good faith effort has not been made by Contractor to achieve above stated goal may result in rejection of bid.

c. The Undersigned proposes to perform work with following Supplier Diversity participation level:

MBE PERCENTAGE PARTICIPATION: _____ percent (____%)

SDVE PERCENTAGE PARTICIPATION: _____ percent (____%)

WBE, DBE, and/or VETERAN PERCENTAGE PARTICIPATION: _____ percent (____%)

e. A Supplier Diversity Compliance Evaluation form shall be submitted with this bid for each diverse subcontractor to be used on this project.

7. BIDDER'S ACKNOWLEDGMENTS

a. Bidder declares that he has had an opportunity to examine the site of the work and he has examined Contract Documents therefore; that he has carefully prepared his bid upon the basis thereof; that he has carefully examined and checked bid, materials, equipment and labor required thereunder, cost thereof, and his figures therefore. Bidder hereby states that amount, or amounts, set forth in bid is, or are, correct and that no mistake or error has occurred in bid or in Bidder's computations upon which this bid is based. Bidder agrees that he will make no claim for reformation, modifications, revisions or correction of bid after scheduled closing time for receipt of bids.

b. Bidder agrees that bid shall not be withdrawn for a period of _____ () days after scheduled closing time for receipt of bids.

[Note to Consultant: Allow a maximum of 90 days for projects \$500,000 or more, otherwise 60 days or as directed by Project Manager.]

c. Bidder understands that Owner reserves right to reject any or all bids and to waive any informalities in bidding.

d. Accompanying the bid is a bid bond, or a certified check, or an irrevocable letter of credit, or a cashier's check payable without condition to "The Curators of the University of Missouri" which is an amount at least equal to five percent (5%) of amount of largest possible total bid herein submitted, including consideration of Alternates.

e. Accompanying the bid is a Bidder's Statement of Qualifications. Failure of Bidder to submit the Bidder's Statement of Qualifications with the bid may cause the bid to be rejected. Owner does not maintain Bidder's Statements of Qualifications on file.

f. It is understood and agreed that bid security of two (2) lowest and responsive Bidders will be retained until Contract has been executed and an acceptable Performance Bond and Payment Bond has been furnished. It is understood and agreed that if the bid is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance/Payment Bond as required by Contract Documents, accompanying bid security will be realized upon or retained by Owner. Otherwise, the bid security will be returned to the undersigned.

8. BIDDER'S CERTIFICATE

Bidder hereby certifies:

a. His bid is genuine and is not made in 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 or corporation.

b. He has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.

c. He has not solicited or induced any person, firm or corporation to refrain from bidding.

d. He has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over Owner.

e. He will not discriminate against any employee or applicant for employment because of

race, color, religion, sex or national origin in connection with performance of work.

f. By virtue of policy of the Board of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined or grown within the State of Missouri. By virtue of policy of the Board of Curators, preference will also be given to all Missouri firms, corporations, or individuals, all as more fully set forth in "Information For Bidders."

9. BIDDER'S SIGNATURE

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation Joint Venture	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ___yes ___no	

(Each Bidder shall complete bid form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Bidder shall supply information called for in accompanying "Bidder's Statement of Qualifications.")

END OF SECTION