

Bid Form

Cover Sheet and Instructions

APPROVED DOCUMENT – This document is approved by the Office of the President and Office of the General Counsel for use by the Facility and is available on electronic media.

PURPOSE OF DOCUMENT:	Sets forth the basis of price quotes and contains blank spaces so all bids will be submitted on identical form.			
CROSS-REFERENCE TO FACILITIES MANUAL:	FM4[I]:4.5.4			
CONTENTS:	Bid Form			
FOR USE WITH:	<input checked="" type="checkbox"/>	CM/Contractor		
COMPLETED BY:	<input checked="" type="checkbox"/>	Filling in	<input checked="" type="checkbox"/>	Adding Text
				No Data Required
ITS USE IS:	<input checked="" type="checkbox"/>	Required		Optional

NOTE: To use the electronic file of this document, you must go to the “ Tools” pull down menu in Microsoft Word, select “ Options,” select the “ View” tab, and then put a check in the box “ Hidden text.” Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

Completion Instructions:

1. Notes, suggested text, instructions and other information is formatted using the following methods:
 - Hidden text within brackets. Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts.) When printing this document, the default print property will not print the hidden text.
 - Coded instruction within brackets. {This is an example of the format.} The instructions and shading will disappear when the required information is typed.
 - Suggested text is shaded in gray without brackets (see Modifications and Additions below.)
2. **Contract Time.** Enter the number of calendar days allowed for completion of Phase 1 and Phase 2.
3. **Irrevocable Bid Period.** The Instructions to Bidders states that bids are irrevocable for a period of 60 calendar days after the bid deadline unless the Facility consents to a different time period. The Bid Form states, “ Bidder agrees that it will not withdraw its Bid within sixty (60) days after the Bid Deadline.” If a period other than 60 days is selected, substitute the 60-day time period with the new time period. (See **FM4[I]:4.5.4** and **FM4[I]:5.4.13** for guidance.)

4. **Allowances.** If allowances are used, enter an amount and description for each allowance. If no allowances are required, delete the relevant language in Article 4. (See **FM4[I]:5.4.1** for guidance.)
5. **Unit Prices.** If Unit Prices are used, enter a description, Estimated Quantity, Specifications Section, and Units (e.g. SF) for each Unit Price item. The Bidder fills in the amount. If no Unit Prices are required, reserve the number and title and insert “ NOT USED” .
6. **Daily Rate for Compensable Delay.** Enter a number of days for the calculation of the daily rate of compensation for Compensable Delay (shown as a “ multiplier”); the Bidder fills in the amount of the daily rate of compensation. Each Facility is responsible for determining the multiplier which must be based on an analysis of the project type, scope, anticipated cost, and schedule. A standard formula can be developed for each Facility based on the length of construction for similar types of projects.
7. **Alternates.** When Alternates are used, identify and separately describe each Alternate, in concise and complete terms. Select the appropriate the language relating to Contract Time for each Alternate. The Bidder marks the box for “ Add” , “ Deduct” or “ No Change” and fills in the amount unless Bidder marked the “ No Change” box. (See **FM4[I]:5.4.2** for guidance.)
8. **Required Completed Attachments.** The items listed in Article 12.0 may not be deleted. (See Modifications and Additions below for additions of any other items the bidder is required to complete and attach when submitting the bid.)

Modifications and Additions:

1. Areas shaded in gray, without brackets, represent suggested text that may be modified by the Facility to meet the needs of the Project. **This is an example of the format.** Ensure that any modified or added text is consistent with the Contract Documents.
2. Areas not highlighted in gray, without brackets, shall not be altered without approval of the Office of the President.
3. When addenda modify this form, the Bid Form must be reissued in its entirety. Note the revision or reissue date on each sheet of the revised Bid Form.
4. **Required Completed Attachments.** Add to the list any documents required to be completed and submitted at the time of bidding. For example, if bidder qualifications are a required document to be completed and submitted with bid, add to the list a full description (including the title) of the actual document which is required to be attached as shown below:

“ {4.} Contractors Statement of Experience and Financial Condition current for the most recently completed fiscal year.”

5. **Minimum Compensable Delay Option.** A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight.

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multiplier

(Place figures in appropriate boxes.)

The Minimum Compensable Daily Rate is \$_____ per day. Failure to fill in a dollar figure for the daily rate for Compensable Delay at or greater than the Minimum Compensable Daily Rate shall render the bid non-responsive.}

6. **Anti-collusion language.** Language added to Declaration in section 13.0.

Comments:

None

Project Name: { }

Project No.: { }

BID FORM

FOR: {PROJECT NAME}
UNIVERSITY OF CALIFORNIA
{FACILITY, COUNTY}
{CITY, STATE}

BID TO: {DEPARTMENT}
UNIVERSITY OF CALIFORNIA, {FACILITY}
{STREET ADDRESS}
{CITY, STATE, ZIP}
TELEPHONE: {TELEPHONE NUMBER}

BID FROM:

(Name of Bidder)

(Address)

_____, _____
(City) (State) (Zip Code)

(Telephone Number)

(Date Bid Submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) it, and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all Information Available to Bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this Project in accordance with the Contract Documents for the sums quoted. Bidder represents that the Key Personnel identified in its Prequalification submittal shall be the Bidder's personnel provided pursuant to the corresponding provisions of the contract, if the contract is awarded to the Bidder. Bidder further agrees that it will not withdraw its Bid within {60} days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work for Phase 1 within {NUMBER} days after the date of commencement specified in the Notice to Proceed and to complete the Work for Phase 2 within {NUMBER} days after the date for commencement specified in the Notice to Proceed if the University exercises its Option for Phase 2.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from University's Facility at the appropriate address stated on Page 1 of this Bid Form. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 CONTRACT SUM – PHASE 1

The Contract Sum at time of award will be the Phase 1 Contract Sum. See Supplementary Instructions to Bidders for value.

4.0 OPTION SUM – PHASE 2

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(Place figures in appropriate boxes.)

Bidder includes in the Option Sum – Phase 2, the following allowances:

\$ {AMOUNT IN FIGURES} for {DESCRIBE ALLOWANCE}

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.

6.0 UNIT PRICES

The quantities set forth in the unit prices are estimates. University does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

Unit Price for {DESCRIBE ITEM} as specified in Section {INSERT NUMBER e.g. 02000}

Estimated Quantity of units: {ESTIMATE QUANTITY}

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 Per {INSERT UNITS e.g. SF}
 (Place Unit Price figures in appropriate boxes.)

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS WITH TWO OPTIONS

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work for Phase 2. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight.

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 X {NUMBER} multiplier
 (Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect, of the CM/Contractor and all subcontractors, suppliers, persons and entities under CM/Contractor on the Project, including without limitation all subcontractors added by Contract Amendment. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of compensable delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of compensable delay may be greater or lesser than the "multiplier" shown above.

OR

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work for Phase 2. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight.

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 X {NUMBER} multiplier
 (Place figures in appropriate boxes.)

The Minimum Compensable Daily Rate is \$_____ per day. Failure to fill in a dollar figure for the daily rate for Compensable Delay at or greater than the Minimum Compensable Daily Rate shall rend the bid non-

responsive.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect, of the CM/Contractor and all subcontractors, suppliers, persons and entities under CM/Contractor on the Project, including without limitation all subcontractors added by Contract Amendment. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of compensable delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of compensable delay may be greater or lesser than the "multiplier" shown above.

8.0 ALTERNATES

In order for a Bid to be responsive, Bidder must submit an additive bid, deductive bid, or a "no change" bid, for each Alternate listed below. Bidder shall mark the additive, deductive, or "no change" box for each Alternate Failure to do so shall result in the Bid being rejected as non-responsive. Failure to quote an amount, unless the Bidder marks the "no change" box, will result in the Bid being rejected as non-responsive.

The Contract Time will change by the number of days, if any, specified for each accepted Alternate.

Alternate No. 1

Description: {INSERT DESCRIPTION} _____

Bid for Alternate No. 1

Indicate by marking only **ONE** of the three boxes ("Add," "Deduct," or "No Change") and state the amount, if "Add" or "Deduct" are selected, by placing figures in the corresponding boxes.

Add \$, , .

Deduct \$, , .

No Change: Bidder will perform alternate without change to Option Sum – Phase 2

No extension of time will be granted if this Alternate is accepted. University reserves the right to accept this Alternate within {NUMBER, e.g. 30} calendar days after the date of the Agreement.

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the work included in this bid (Option Sum – Phase 2):

Yes _____

If "Yes", attach a completed CM/Contractor Expanded List of Subcontractors form.

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

If University accepts any Alternate the Subcontractors listed on the CM/Contractor Expanded List of Subcontractors will change. (List changes in Subcontractors only for those portions of the Work valued in excess of 1/2 of 1% of the Bidder's bid.)

Yes _____

If "Yes", attach an additional completed CM/Contractor Expanded List of Subcontractors form identified as "LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES".

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

If a corporation, corporation is organized under the laws:

STATE OF _____.
(State)

NAME OF PRESIDENT OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

(Insert Name)

accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed at: _____(Name of City if within City, otherwise Name of County), State of _____, on _____.
(State) (Date)

(Signature)