#### Bid Form

## Cover Sheet and Instructions

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|  | 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 bids and price quotes and contains blank spaces so that all bids will be submitted on an identical form. |
| **CROSS-REFERENCE TO FACILITIES MANUAL:** | FM4[I]:4.5.4 |
| **CONTENTS:** | Bid Form |
| **FOR USE WITH:** | ✓ | Job Order Contract (JOC) |
| **COMPLETED BY:** | ✓ | Filling in | ✓ | Adding Text |  | No Data Required |
| **ITS USE IS:** | ✓ | 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. {This is an example of the format.} 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. 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.)
1. ***Contract Time***. N/A
2. ***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.)
3. **N/A**
4. ***N/A***
5. ***Daily Rate for Compensable Delay 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. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheticals { } and in grey highlight.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| { $ |  |  | **,** |  |  |  | **.** |  |  | X |  | multiplier |

(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall be interpreted as a daily rate of “zero.”

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. Bidder shall not bid less than zero dollars for the daily rate (i.e., the daily rate cannot be a negative number).}

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 parentheticals { } and in grey highlight.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| { $ |  |  | **,** |  |  |  | **.** |  |  | X |  | 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. }

***7. N/A***

***8. Required Completed Attachments***. The item 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. PRICING SCHEDULE – Adjustment Factor options. Campus can set the parameters of their Adjustment Factors. This should be discussed with the JOC program operator in order to verify applicability and usability. Any legal questions should be addressed by your campus construction counsel.

**Comments:**

None

END OF COVERSHEET AND INSTRUCTIONS

BID FORM

FOR:

UNIVERSITY OF CALIFORNIA

BID TO:

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) Bidder has 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 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; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work for this Contract in accordance with the Contract Documents using the Bid Adjustments quoted in this Bid Form. Bidder further agrees that it will not withdraw its Bid within 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 Work of each Job Order within the applicable Job Order Time.

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 PRICING SCHEDULE

A. Adjustment Factor: Bidders shall provide the following coefficients for the base term and option term(s): DISCUSS OPTIONS FOR ADJUSTMENT FACTOR PARAMETERS WITH YOUR JOC PROVIDER AND CONSTRUCTION COUNSEL

 (Bidders Write Adjustment Factors Here)

|  |  |
| --- | --- |
|  | ADJUSTMENT FACTORS |
|  | Job Order Cost Subtotal |
| WORKING | Job Orders | Job Orders |
| HOURS | $0.00 to $49,999 | $50,000 + |
| Business7am – 5pmM – F |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **.** |  |  |  |  |

(Adjustment Factor 1\*) |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **.** |  |  |  |  |

 (Adjustment Factor 2\*) |

**\* The Adjustment Factors are to be carried no further than 4 decimal places**

1. Bid Award Criteria Figure: For purposes of comparing Bids, the Adjustment Factors provided above will be weighted and aggregated as follows to form a number referred to as the Bid Award Criteria. The University will calculate the Adjustment Factor times the percentages shown. These percentages have been chosen for the purpose of evaluating bids only and in no way should they be construed to represent or guarantee the actual or expected value of work under this contract.

 **(Do Not Complete, For University Use Only)**

|  |
| --- |
| TOTAL AWARD CRITERIA FIGURECALCULATION |
| TO CALCULATE LOW BIDDER (SAMPLE) |
| (Adjustment Factor 1) |  | X | 60% | = |  |
|  |  |  |  |  |  |
| (Adjustment Factor 2) |  | X | 40% | = |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | Total Composite Bid | = |  |

C. If two or more bids are equal, award shall be made by a drawing by lot limited to those bidders. If time permits, the bidders involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

D. When a Job Order specifies work to be performed during Non-Business Hours (weekdays from 5:00pm to 7:00am, all hours on weekends, and on holidays), the Adjustment Factor shall be increased by 35%.

4.0 SELECTION OF APPARENT LOW BIDDER

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

5.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

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

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF:

THE STATE OF .

 (State)

NAME OF PRESIDENT OF THE CORPORATION:

 (Insert Name)

NAME OF SECRETARY OF THE CORPORATION:

 (Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

 (Insert Names)

CALIFORNIA CONTRACTORS LICENSE(S):

 (Classification) (License Number) (Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

6.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

 1. Bid Security in the form of  (Bid Bond or Certified Check)

{LIST ANY OTHER REQUIRED ATTACHMENTS}

7.0 DECLARATION

 I, , hereby declare that I am the

 (Printed Name)

 of

 (Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, 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 a City, otherwise Name of County),

in the State of , on .

 (State) (Date)

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(Signature)