## 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 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:** |  | Long Form (LF) |  | Brief Form(BF) |  | Multiple Prime(MP) |
|  | Design Build(DB) |  | CM at Risk(CM) |  | Job Order Contract(JOC) |
|  | Mini Form(MF) | √ | Informal Form (IF) |  |  |
| **COMPLETED BY:** | ü | Filling in | ü | Adding Text |  | No Data Required |
| **ITS USE IS:** | ü | Required |  | Optional |

**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.
1. ***Contract Time***. Enter the number of calendar days allowed for completion of the Work.
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. ***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.)
4. ***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”.
5. ***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 language relating to Contract Time for each Alternate. If “Add” or “Deduct” is intended, the Bidder indicates by placing figures in the corresponding boxes. If “No Change” is intended, Bidder indicates by marking the “No Change” box. (See **FM4[I]:5.4.2** for guidance.)

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 from 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. **9.0 List of Subcontractors**

**a.** Addition on SBE/DVBE/NA column to indicate if firms are one or the other or neither

b. Addition of requirement to provide information on the percentage of bid amount performed by SBE/DVBE

5. 10.0 **List of Changes in Subcontractors due to Alternates**

**a.** Addition on SBE/DVBE/N/A column to indicate if firms are one or the other or neither

b. Addition of requirement to provide information on the percentage of alternate bid amount performed by SBE/DVBE

**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 and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses 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; 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 on this Project in accordance with the Contract Documents for the sums quoted. 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 proposed Work within days after the date of commencement specified in the Notice to Proceed.

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 NOT USED

4.0 LUMP SUM BASE BID

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| $ |  |  | **,** |  |  |  | **,** |  |  |  | **.** |  |  |

(Place figures in appropriate boxes.)

Bidder includes in the Lump Sum Base Bid the following allowances:

 for {DESCRIBE EACH 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}

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| $ |  |  |  | **,** |  |  |  | **.** |  |  |  per {INSERT UNITS e.g. SF}  |

(Place Unit Price figures in appropriate boxes.)

{REPEAT THE ABOVE FOR EACH ADDITIONAL UNIT PRICE.}

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. 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 (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. 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. 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 (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. 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, a deductive bid, or a “no change” bid, for each Alternate listed below. The failure to do so shall result in the Bid being rejected as non-responsive. The 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

If “Add” or “Deduct” is intended, indicate by placing figures in the corresponding boxes. If “No Change” is intended, indicate by marking the “No Change” box

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  Add | $ |  | **,** |  |  |  | **,** |  |  |  | **.** |  |  |
|  |
|  Deduct | $ |  | **,** |  |  |  | **,** |  |  |  | **.** |  |  |
|  |
| [ ]  No Change: Bidder will perform this Alternate without change to Contract Sum. |

{SELECT WHICHEVER OF THE FOLLOWING IS APPROPRIATE:

No extension of time will be granted if this Alternate is accepted..; OR; If this Alternate is accepted, the Contract Time will be {extended/reduced} by days.}

University reserves the right to accept this Alternate within 30 calendar days after the date University signs the Agreement:

{REPEAT THE ABOVE FOR EACH SUCCESSIVE ALTERNATE.}

9.0 LIST OF SUBCONTRACTORS

Bidder will use Subcontractors for the Work:

 Yes

If “yes”, provide in the spaces below (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid, (b) the portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in its bid.

|  |  |  |
| --- | --- | --- |
|  |  | Subcontractor |
| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Amount of Subcontract | Name of Business | Location of Business (City) | License No. | DIR Registration No. | Business categories\*(Check all categories that apply- SBE/DVBE |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |

 Total percentage of bid amount to be performed by SBEs and DVBEs: \_\_\_\_\_\_\_\_\_\_

(Note: Add additional pages if required.)

10.0 LIST OF CHANGES IN SUBCONTRACTORS DUE TO ALTERNATES

The information below must be provided for all changes in first-tier Subcontractors if University selects Alternates. List changes in Subcontractors only for those portions of the Work valued in excess of one-half of 1 percent of prime contractor’s total bid.

|  |  |  |
| --- | --- | --- |
|  |  | Subcontractor |
| Portion of the Work Activity (e.g. electrical, mechanical, concrete) | Amount of Subcontract | Name of Business | Location of Business (City) | License No. | DIR Registration No. | Business categories\*(Check all categories that apply- SBE/DVBE |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |
|  |  |  |  |  |  | [ ]  SBE[ ]  DVBE[ ]  N/A |

Total percentage of alternate bid amount to be performed by SBEs and DVBEs: \_\_\_\_\_\_\_\_\_\_

(Note: Add additional pages if required.)

11.0 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.)

12.0 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}

13.0 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)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature)