Bid Form for Construction Contract

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

1. Owner and Bidder
   1. This Bid is submitted to:

**Dr. Mark Sorensen**

**Painted Desert Demonstration Projects, Inc./The STAR School**

**145 Leupp Rd.**

**Flagstaff, Arizona 86004**

* 1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1. Attachments to this Bid
   1. The following documents are submitted with and made a condition of this Bid:
      1. Required Bid security;
      2. List of Proposed Subcontractors;
      3. List of Proposed Suppliers;
      4. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
      5. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data; ~~and~~

**~~G. [List other documents and edit above as pertinent].~~**

* + 1. **~~If Bid amount exceeds $10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);~~**
    2. **~~If Bid amount exceeds $25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);~~**
    3. **If Bid amount exceeds $100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.**

**J. Copy of business insurance and performance/payment bond policies.**

1. Basis of Bid—Lump Sum Bid and Unit Prices
   1. *Lump Sum Bids*
      1. ~~Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:~~
         1. ~~Lump Sum Price (Single Lump Sum)~~

|  |  |
| --- | --- |
| ~~Lump Sum Bid Price~~ | ~~$~~ |

* + - 1. Lump Sum Price (Base Bid and Alternates)

|  |  |
| --- | --- |
| Lump Sum Bid Price for Base Bid | $ |
| Alternate A: **Battery House/Building** | $ |
| ~~Alternate B~~ **~~[Add]~~****~~[Deduct]~~** | ~~$~~ |

|  |  |
| --- | --- |
| Lump Sum Bid Price for Base Bid | $ |
| Alternate A: **Battery House/Building** | $ |
| ~~Alternate B~~ **~~[Add]~~****~~[Deduct]~~** | ~~$~~ |

* + - 1. ~~Lump Sum Price (Sectional Lump Sum Bids)~~

|  |  |
| --- | --- |
| ~~Lump Sum Bid Price for Section I only~~ | ~~$~~ |
| ~~Lump Sum Bid Price for Section II only~~ | ~~$~~ |
| ~~Lump Sum Bid Price for Section I and II~~ | ~~$~~ |

* + 1. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Unit** | **Est. Qty.** | **Bid Unit Price** | **Bid Price** |
| 1. | Lump Sum for Cash Allowance 1: Relocation of Underground Utilities | ALLOW | 1 | $ | $ |
|  | Lump Sum for Cash Allowance 2: Testing Allowance | ALLOW | 1 | $ | $ |
|  | Total for all Lump Sum for Cash Allowances | ALLOW | 1 | $ | $ |

* + 1. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** | **Description** | **Unit** | **Est. Qty.** | **Bid Unit Price** | **Bid Price** |
| 1. | Lump Sum for Contingency Allowance During Construction | ALLOW | 1 | $20,000 | $20,000 |

* 1. *Unit Price Bids*
     1. Bidder will perform the following Work at the indicated unit prices:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Unit** | **Est. Qty.** | **Bid Unit Price** | **Bid Price** |
| 1. | Mobilization | LS | 1 | $ | $ |
| 2. | Demobilization | LS | 1 | $ | $ |
| 3. | Prepare and execute STORM Water Pollution Prevention Plan (SWIPPP), include all material and labor, CIP, for the duration of construction period (If needed). | LS | 1 | $ | $ |
| 4. | Civil site work, including clearing grubbing, site grading, excavation, subgrade preparation, aggregate base, concrete foundation, and others, complete in place (CIP). | LS | 1 | $ | $ |
| 5. | Solar Panels, CIP | KW | 124 | $ | $ |
| 6. | Solar Inverters and Related Equipment, CIP | LS | 1 | $ | $ |
| 9. | Batteries (18.5 KWh Lithium Battery Banks), CIP | EA | 20 | $ | $ |
| 10. | Racking, CIP | LS | 1 | $ | $ |
| 11. | Yard Piping, including all trenching, backfill and compaction, buried piping or conduit, fittings, all incidental work, and all associated appurtenances, CIP | LS | 1 | $ | $ |
| 12. | Additional electrical work to connect the solar system to water pump and building, and backup generators, include all material and labor, CIP | LS | 1 | $ | $ |
| 13. | Misc. (Please list all the items with pricing in a separate page and attach to the bid) | LS | 1 | $ | $ |
| 14. | Lump Sum for Cash Allowance 1: Relocation of Underground Utilities | ALLOW | 1 | $ | $ |
| 15. | Lump Sum for Cash Allowance 2: Testing Allowance | ALLOW | 1 | $ | $ |
| 16. | Lump Sum for Cash Allowance 2: Contingency Allowance During Construction | ALLOW | 1 | $20,000 | $20,000 |
| Total of All Unit Price Bid Items | | | | | $ |

* + 1. Bidder acknowledges that:
       1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
       2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
  1. *Total Bid Price (Lump Sum and Unit Prices)*

|  |  |
| --- | --- |
| Total Bid Price (Total of all Lump Sum and Unit Price Bids) | $ |

1. ~~Basis of Bid—Cost-Plus Fee~~
   1. ~~The Contract Price will be the Cost of the Work, determined as provided in Paragraph 13.01 of the General Conditions, together with the following fee, and subject to the Guaranteed Maximum Price.~~
   2. *~~Contractor’s Fee~~*
      1. ~~Contractor’s fee will be~~ **~~[number]~~** ~~percent of the Cost of the Work. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions.~~
         1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed $~~**~~[insert cap amount]~~**~~, subject to increases or decreases for changes in the Work.~~
      2. ~~Contractor’s fee will be determined by applying the following percentages to the various portions of the Cost of the Work as defined in Article 13 of the General Conditions. No fee will be payable on the basis of costs itemized as excluded in Paragraph 13.01.C of the General Conditions:~~

|  |  |
| --- | --- |
| ~~Costs~~ | ~~Percent~~ |
| ~~Payroll costs (See Paragraph 13.01.B.1, General Conditions)~~ |  |
| ~~Materials and Installed Equipment cost (GC‑13.01.B.2)~~ |  |
| ~~Amounts to be paid to Subcontractors (GC‑13.01.B.3)~~ |  |
| ~~Amount to be paid to special consultants (GC‑13.01.B.4)~~ |  |
| ~~Other costs (GC‑13.01.B.5)~~ |  |

* + - 1. ~~The maximum amount payable by Owner as a percentage fee (Guaranteed Maximum Fee) will not exceed $~~**~~[insert cap amount]~~**~~, subject to increases or decreases for changes in the Work.~~
    1. ~~Contractor’s fee will be the fixed sum of $~~**~~[number]~~**~~.~~
  1. *~~Guaranteed Maximum Price~~*
     1. ~~The Guaranteed Maximum Price to Owner of the Cost of the Work including Contractor’s Fee will not exceed $~~**~~[Bidder fill in GMP]~~**~~.~~

**Deleted**

1. ~~Price-Plus-Time Bid~~
   1. *~~Price‑Plus‑Time Contract Award (Stipulated Price Contract)~~*
      1. ~~The Bidder to which an award of the Contract will be made will be determined in part on the basis of the Total Bid Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

|  |  |  |  |
| --- | --- | --- | --- |
|  | ~~Description~~ |  | ~~Amount~~ |
| ~~A~~ | ~~1. Total Bid Price~~ |  | ~~$~~**~~[number]~~** |
|  | ~~2. Total number of calendar days to substantially complete the Work~~ | **~~[number]~~** ~~days~~ |  |
|  | ~~3. Liquidated Damages Rate (from Agreement)~~ | ~~$~~**~~[number]~~**~~/day~~ |  |
| ~~B~~ | ~~4. Adjustment Amount (2 x 3)~~ |  | ~~$~~**~~[number]~~** |
| ~~A+B~~ | ~~5. Amount for Comparison of Bids~~ |  | ~~$~~**~~[number]~~** |

* + 1. ~~The purpose of the process in the table above is only to calculate the lowest price‑plus‑time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is the Total Bid Price.~~
    2. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~
  1. *~~Price‑Plus‑Time Contract Award (Cost Plus Fee with Guaranteed Maximum Price Contract)~~*
     1. ~~The Bidder to which an award of Contract will be made will be determined in part on the basis of the Guaranteed Maximum Price and the total number of calendar days to substantially complete the Work, in accordance with the following:~~

|  |  |  |  |
| --- | --- | --- | --- |
|  | ~~Description~~ |  | ~~Amount~~ |
| ~~A~~ | ~~1. Guaranteed Maximum Price~~ |  | ~~$~~**~~[number]~~** |
|  | ~~2. Total number of calendar days to substantially complete the Work~~ | **~~[number]~~** ~~days~~ |  |
|  | ~~3. Liquidated Damages Rate (from Agreement)~~ | ~~$~~**~~[number]~~**~~/day~~ |  |
| ~~B~~ | ~~4. Adjustment Amount (2 x 3)~~ |  | ~~$~~**~~[number]~~** |
| ~~A+B~~ | ~~5. Amount for Comparison of Bids~~ |  | ~~$~~**~~[number]~~** |

* + 1. ~~The purpose of the process in the table above is only to calculate the lowest price-plus-time (A+B) bid amount for bid comparison purposes. The price for completion of the Work (the Contract Price) is based on the cost of the Work, plus a fee, subject to a guaranteed maximum price, as set forth in the Agreement.~~
    2. ~~Bonds required under Paragraph 6.01 of the General Conditions will be based on the Contract Price.~~

**Deleted**

1. Time of Completion
   1. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
   2. ~~Bidder agrees that the Work will be substantially complete on or before~~ **~~[Bidder inserts date]~~**~~, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before~~ **~~[Bidder inserts date]~~**~~.~~

**Deleted**

* 1. ~~Bidder agrees that the Work will be substantially complete within~~ **~~[Bidder inserts number]~~** ~~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 15.06 of the General Conditions within~~ **~~[Bidder inserts number]~~** ~~calendar days after the date when the Contract Times commence to run.~~

**Deleted**

* 1. Bidder accepts the provisions of the Agreement as to liquidated damages.

1. Bidder’s Acknowledgements: Acceptance Period, Instructions, and Receipt of Addenda
   1. *Bid Acceptance Period*
      1. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
   2. *Instructions to Bidders*
      1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
   3. *Receipt of Addenda*
      1. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

|  |  |
| --- | --- |
| Addendum Number | Addendum Date |
|  |  |
|  |  |
|  |  |

1. Bidder’s Representations and Certifications
   1. *Bidder’s Representations*
      1. In submitting this Bid, Bidder represents the following:
         1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
         2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
         3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work**, including all American Iron and Steel requirements.**
         4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
         5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
         6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
         7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
         8. Bidder 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 Bidding Documents.
         9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
         10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
         11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
   2. *Bidder’s Certifications*
      1. The Bidder certifies the following:
         1. This Bid 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.
         2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
         3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
         4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
            1. 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.
            2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
            3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
            4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

|  |  |  |  |
| --- | --- | --- | --- |
| Bidder: | | | |
|  | | | |
| *(typed or printed name of organization)* | | | |
| By: | |  | |
|  | | *(individual’s signature)* | |
| Name: | |  | |
|  | | *(typed or printed)* | |
| Title: | |  | |
|  | | *(typed or printed)* | |
| Date: | |  | |
|  | | *(typed or printed)* | |
| *If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.* | | | |
|  | | | |
| Attest: | |  | |
|  | | *(individual’s signature)* | |
| Name: | |  | |
|  | | *(typed or printed)* | |
| Title: | |  | |
|  | | *(typed or printed)* | |
| Date: | |  | |
|  | | *(typed or printed)* | |
| Address for giving notices: | | | |
|  | |  | |
|  | |  | |
|  | |  | |
|  | | | |
| Bidder’s Contact: | | | |
| Name: | |  | |
|  | | *(typed or printed)* | |
| Title: | |  | |
|  | | *(typed or printed)* | |
| Phone: | |  | |
| Email: | |  | |
| Address: | |  | |
|  |  | | |
|  |  | | |
|  |  | | |
| Bidder’s Contractor License No.: (if applicable) | | |  |