

SECTION 00 41 43
BID FORM

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.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted for:

East Central Multi-Purpose Arena Concession and Restrooms (RE-BID)

1.02 This Bid is submitted to:

Jackson County Board of Supervisors
2915 Canty Street
Pascagoula, MS 39567

1.03 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.

ARTICLE 2—ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of Bid Bond, Section 00 43 13.
- B. Contractor's Certificate of Responsibility and Classification written on the outside of the Bid envelope.
- C. If the Bidder resides out of state, a copy of the Bidder's resident state law regarding preference, if any, pertaining to such state's treatment of non-resident contractors. If the Bidder's resident state does not have a preference law, the Bidder shall submit a letter stating such form an office of the court.
- D. Attach evidence of authority to sign.
- E. Certification Regarding Debarment, Suspension, Non-Collusion and Other Responsibility Matters, Section 00 45 19.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s).
- B. The Owner reserves the right to award a Contract for the BASE BID and any Alternate(s) to the lowest, responsible, responsive, qualified bidder. The Owner will adjust the final contract amount by utilizing any combination of Alternates to adjust the scope of work for the available funds for the project.

BID SCHEDULE NO. 1 (TO BE READ ALOUD)

Lump Sum Bid Price for new concession and restrooms building complete at East Central Multi-Purpose Arena – Hurley, MS

_____ \$ _____
(words) (numerals)

ALTERNATE NO. 1 (TO BE READ ALOUD)

Lump Sum Bid Price for pre-insulated internally-lined ductwork at East Central Multi-Purpose Arena – Hurley, MS

_____ \$ _____
(words) (numerals)

ALTERNATE NO. 2 (TO BE READ ALOUD)

Lump Sum Bid Price for providing a substitute for the specified range hood at East Central Multi-Purpose Arena – Hurley, MS

_____ \$ _____
(words) (numerals)

ALTERNATE NO. 3 (TO BE READ ALOUD)

Lump Sum Bid Price for providing sealed only finish for the concrete floor at East Central Multi-Purpose Arena – Hurley, MS

_____ \$ _____
(words) (numerals)

ALTERNATE NO. 4 (TO BE READ ALOUD)

Lump Sum Bid Price for providing a traditional concrete grease trap East Central Multi-Purpose Arena – Hurley, MS

_____ \$ _____
(words) (numerals)

3.02 Bidder(s) being considered for award may be required to provide a further detailed breakdown of the work within 72 hours following receipt of the request from the Owner. Refer to Section SUBMITTALS DURING CONSTRUCTION of Division 1, GENERAL REQUIREMENTS. The price breakdown shall be fairly apportioned to the items listed. If so requested, the Bidder shall substantiate any price or prices with additional detailed price breakdown.

A. 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.

3.03 The apparent low bidder is required to submit the following documents:

- A. List of Proposed Subcontractors, Section 00 43 36, if their portion of the project exceeds \$75,000. Include their Certificate of Responsibility and Classification.
- B. List of Project References, Section 00 45 13.

ARTICLE 4—TIME OF COMPLETION

4.01 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.

4.02 Submittals required under this Contract that would affect the start of actual construction can be submitted by the Engineer/Contractor any time after the Owner issued the Notice of Award, notwithstanding the fact that the Contract has not been executed nor the Notice-To-Proceed issued. Notwithstanding the Engineer/Contractor's right to make early submittals, no cause for a delay or time extension shall arise under the Contract unless the owner fails to respond to such submittals within 20 days after issuance of the Notice-to-Proceed and the delay impacts the Contract completion date. The time for completion of this Contract shall begin on the day the Notice-to-Proceed is issued by the Owner.

4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. 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.
 - 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.

6.02 *Bidder's Certifications*

A. 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:
 - a. 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.
 - b. 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.
 - c. 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.
 - d. 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.
5. Bidder has examined and prepared the foregoing Bid(s) based on the information contained in the Project Manual provided with the Bid; checked the same in detail before submitting this Bid; has full authority to make such statements and submit this Bid in (its) (their) (my) behalf; and that these statements are true and correct.

ARTICLE 7—BIDDER’S SIGNATURE AND SWORN STATEMENT

7.01 BIDDER hereby submits this Bid as set forth above:

STATE OF _____

COUNTY OF _____

BIDDER:

Bidder is: Corporation Individual Joint Venture Partnership

(typed or printed name of organization)

By: _____
(individual’s signature – if a joint venture/partnership, both members must sign.)

Name: _____
(typed or printed)

Title: _____
(typed or printed) (CORPORATE SEAL, if applicable)

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) _____