# BID FORM

## DSU Price Building Window Replacement
## Contract: PC-2014-003-PBWR
## Date: May 20, 2014
## Time: 10:00 am

SUBMITTED BY: _____

_____

_____

_____

_____

TO: Delaware State University
Administration Bldg,
Purchasing, Room 321
1200 N. DuPont Highway
Dover, DE 19901-2277

Attn: Jessica Wilson,
Director of Purchasing

We, *contractor's company name*, shall furnish all labor, materials, equipment, tools, facilities, supplies, and services and do all things necessary for the above referenced contract, in accordance with Delaware State University's Site Conditions, General Conditions and as further described herein.

A. **PRICES (Note: *project is subject to prevailing wages*)**

1. Our lump sum price for the foregoing is $_____ (Figures).

   - _____ (Written Out).

2. Alternates: Alternate prices conform to applicable project specification section. Refer to the drawing specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossing out the part that does not apply.

   a. **Alternate #1:** Net - ADD / DEDUCT

      - _____ (Figures).
      - _____ (Written Out).

   b. **Alternate #2:** Net - ADD / DEDUCT

      - _____ (Figures).
      - _____ (Written Out).

   c. **Alternate #3:** Net - ADD / DEDUCT

      - _____ (Figures).
      - _____ (Written Out).

3. At DSU's option, changes or additional work to the contract scope, which are requested, directed or agreed to by DSU, may be handled on the following basis:

   a. Lump Sum - For which we will provide complete documentation, including, but not limited to, estimate sheets reflecting the cost of labor, material, equipment, taxes, insurance, permits, overhead, and profit to support our proposal.

   b. Unit Price - The following unit prices for work complete in place include all costs incidental thereto and when multiplied by the actual quantities of work performed, will determine our compensation for unit price work:

   c. Time-and-Material - For which we will be reimbursed for the following items only:

      (1) Labor - To be supported by time sheets signed by both our and DSU's site representatives, and billed in accordance with the attached schedule(s) of all-inclusive rates covering:

(a) Straight-time or premium-time wages, fringe benefits, subsistence and/or travel allowances, in accordance with applicable labor agreements or Contractor's established policies, for direct and indirect field labor up to and including the level of hourly-paid General Foreman.

(b) Taxes including, without limitation, Federal and State Unemployment taxes, and FICA taxes.

(c) Insurance including, without limitation, Workers' Compensation, Employer's Liability, Commercial General Liability Insurance, and Automotive Insurance.

(d) Overhead to cover all other costs not otherwise reimbursed including, but not limited to:

- small tools (small tools shall be those costing less than $2,500 new)
- consumable supplies (including welding rod, gases, fuel, etc.) unless otherwise agreed in writing by DSU.
- field office expenses, including, without limitation, telephone service, utilities and travel expenses
- home office management and overhead
- field administration and supervision above the level of General Foreman

(e) Profit.

(2) Construction Equipment and Large Tools (large tools shall be those costing $2,500.00 or more new).

(a) Owned by Contractor: At rates shown on the attached list of rental rates dated _____. Notwithstanding any provisions on said list, the rates include all fuel, lubricants, maintenance, and standby costs. Charges shall be based only on actual hours of operation.

(b) Rented from a Third Party: At actual cost including applicable tax plus ____% of such actual costs and supported by invoices. Rental of construction equipment and large tools shall be approved in advance by DSU.

(c) Materials at actual costs, including applicable tax plus ____ % of such actual cost for materials purchased by Contractor and supported by invoices. Consumable supplies are not reimbursable under this item.

(d) Subcontracts at actual cost, determined in the above manner and supported by invoices plus ____ % of such actual cost. We will submit schedule(s) of labor billing rates, rental rates, and mark-up for materials for each subcontractor within _____ working days following submission of this proposal.

(3) Retainage will be withheld in the amount of 10% until all final punch-list items are completed.

B. PROPOSED SUBSTITUTION OF MATERIAL AND EQUIPMENT

All material and equipment included in our lump sum price is in accordance with the specifications issued with DSU's Invitation to Bid. We submit below our proposed substitutions which we consider equal to those specified and include (1) sufficient descriptions to allow comparison, and (2) the effect the substitutions would have on our lump sum price and schedule if our proposed substitutions are accepted by DSU.

| Specified Material | Proposed Equal Material | Effect on our Proposal |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

C. WORK SCHEDULE

1. We understand that DSU's schedule is defined below. By submitting a Bid, we agree to meet this schedule unless otherwise noted. Our proposed detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule.
   - **Contractor will begin work via Notice to Proceed or Official Purchase Order by June 6, 2014. (subject to change)**

   Our proposed (**attached)** detailed project schedule shows more fully the sequence of activities necessary to meet the specified schedule. *The project schedule is a very important part of a complete bid and not submitting a viable schedule will be a justifiable reason to reject the bid.*

   We can begin work _____ calendar days after notification of award and will require _____ calendar days thereafter to complete the work. Work on the project will begin _____ calendar days after Letter of Intent.

2. Work Hours
   Work during "regular hours" at this site is being performed on a single shift, eight hours per day, 7:30 AM to 4:30 PM, and five days per week, Monday through Friday. To meet the schedule established on the basis of Item 1 above, our proposed work hours will be ____ hours per day, _____ AM to _____ PM, and _____ days per week, _____ through _____ the cost of which is reflected in our lump sum price. Our lump sum price also includes any mandatory off-hours work required per special conditions.

D. SITE SUPERVISOR

We propose to use _____ as our site supervisor. A resume of his/her qualifications is **attached**.

We understand that DSU reserves the right to interview him/her prior to contract award/prior to start of work and to reject him/her if not considered acceptable. If rejected, we will propose alternate

personnel for the position who will be subject to the same review and acceptance procedure, at no increase in our lump sum proposal.

We also understand DSU reserves the right to reject our bid if we are unable to provide a site supervisor acceptable to DSU within thirty (30) calendar days after submission of this bid.

E. SUBCONTRACTORS

The following subcontractor trades and their subcontractors are intended to be used on this contract.

| **Subcontracted Trade** | **Subcontractor Name** | **Address** | **MBE** |
|---|---|---|---|
| ***(Example) ABC's*** | ***XYZ Contractor*** | ***123 Fairytale Drive, Dover, DE 19901*** | ***Yes/No*** |
| Demolition | | | |
| Carpentry | | | |
| Windows | | | |
| Painting | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

F. REMARKS

1. We have received the following Addenda:

| **Addendum Number & Description** | **Date** |
|---|---|
| 1. | |
| 2 | |
| 3 | |
| 4 | |

2. In accepting a contract with DSU, we agree that a description of the work performed will not be used for publicity purposes.

3. We have read the General Conditions and accept all provisions contained therein.

4. Our Bid Price is firm based on contract award within **ninety (90)** calendar days of the date of submittal of this bid.

5. We have reviewed the safety requirements specified or referenced in the General Conditions, the Site Conditions, and Scope of Work for the Project and are familiar with federal, state, and local safety regulations (including the Occupational Safety and Health Act). We hereby affirm our commitment to perform the work safely and in compliance with all contractual safety regulations and requirements.

6. Our proposal is based on the bid documents, including any Addenda, and the written information contained therein, and any "Remarks" or "Clarifications" noted herein or attached hereto. We understand that we will not be compensated at a later date for claimed additional costs based on oral information received during the bid period, but which is not identified in our proposal and subsequently accepted in writing by DSU.

7. Remarks or Clarifications:

_____

_____

_____

**********

**Signature Required**

| | |
|---|---|
| _____ | _____ |
| *Print Name* | *Contractor's License Number(s) Applicable State/City* |
| _____ | _____ |
| *Signature* | *Date* |
| _____ | _____ |
| *Title* | *Phone* |

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

# BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____ _____of _____ in the County of _____ _____and State of _____as **Principal**, and _____ _____ of _____ in the County of _____ and State of _____ as **Surety**, legally authorized to do business in the State of Delaware ("**State**"), are held and firmly unto the **State** in the sum of _____ _____ Dollars ($_____), or _____ percent not to exceed _____ _____ Dollars ($_____ _____) of amount of bid on Contract No. _____, to be paid to the **State** for the use and benefit of _____ (***insert State agency name***) for which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** who has submitted to the _____ (***insert State agency name***) a certain proposal to enter into this contract for the furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said **Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this Contract and approved by the _____ _____ (***insert State agency name***) this Contract to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____day of _____ in the year of our Lord two thousand and _____ (20___).

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____

By: _____

_____
Title