

PROPOSAL FORM

Date: _____

PROPOSAL OF _____
(hereinafter called "PROPOSER") a corporation* organized and existing under laws of the State of _____
_____,
a partnership* consisting of _____,
an individual* trading as _____,
a joint venture* consisting of _____
_____.

*Insert Corporation(s), partnership or individual, as applicable.

TO: Curators of the University of Missouri
[Address as identified in Appendix C1]

[Write Consultant firm name, project title (in all capitals), University project number, and date of advertisement in spaces below.]

- 1. Proposer, in compliance with Request For Proposals in accordance with Design/Build Documents prepared by __, entitled " __", project number __, dated ____ having examined Contract Documents and site of proposed work, and being familiar with all conditions pertaining to design and construction of proposed project, including availability of materials and labor, hereby proposes to furnish all labor, materials and supplies to construct project in accordance with Contract Documents, within time set forth herein at prices stated below. Prices shall cover all expenses, including taxes not covered by the University of Missouri's tax exemption status, incurred in performing work required under Contract documents, of which this Proposal is a part.

Proposer acknowledges receipt of following addenda:

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

- 2. In following Proposal(s), amount(s) shall be written in both words and figures. In case of discrepancy between words and figures, words shall govern.

3. PROPOSAL PRICING

[Describe basic scope of work included in Base Proposal in space below.]

- a. Base Proposal for Design Build:
The Proposer agrees to furnish all labor, materials, tools, and equipment required to design and construct a fully furnished _____ as described in the Design/Build Documents and all other necessary improvements needed to provide a complete facility for the sum of:

_____ DOLLARS (\$ _____).

4. PROJECT COMPLETION

- a. Contract Period – The Contract period begins on the day the Design/Builder receives the unsigned Contract, Performance Bond, Payment Bond, and "Instructions for Execution of Contract, Bonds, and Insurance Certificates." Design/Builder agrees to substantially complete project on or before **DATE**.
- b. Commencement - Design/Builder agrees to commence work on this project after the "Notice to Proceed" is issued by the Owner. "Notice to Proceed" will be issued within seven (7) calendar days after Owner receives properly prepared and executed Contract documents listed in paragraph 4.a. above.

[Retain liquidated damages paragraph below as directed by the Project Manager. Write dollar amounts in words and (numbers).]

- c. Liquidated Damages - In event that Design/Builder shall fail to substantially complete the work as defined in Contract Documents within time fixed for such completion set forth in Contract Documents, Design/Builder shall pay to Owner as damages for each calendar day of delay in completing work, sum of _____ (\$_____) dollars. In view of difficulty of accurately ascertaining loss that Owner will suffer by reason of delay in completion of work, said sum is hereby fixed and agreed as liquidated damages that Owner will suffer by reason of such delay and not as penalty.

[Use the following paragraph where paragraph (d) is used and whenever any special scheduling requirements exist, ie., work that must be completed by Nov. 1, etc.]

- d. Special scheduling requirements:

5. SDVE PARTICIPATION

- a. SDVE Bonus Preference: A three (3) point bonus preference will be given to a Bidder that is a certified Service-Disabled Veteran Business Enterprise (SDVE) doing business as Missouri firm, corporation, or individual, or that maintains a Missouri office or place of business, as stated in the Information for Bidders. By indicating "Yes" below, the Bidder certifies that the Bidder is certified as an SDVE by the State of Missouri, Office of Administration.

Yes _____ No _____

[Retain paragraphs below for projects over \$100,000 construction cost.]

- a. SDVE Participation Goal: The Bidder shall have a goal of providing participation in the contract of Service-Disabled Veteran Business Enterprises (SDVE) of three percent (3%) of the awarded contract price for work to be performed.
- b. Good Faith Effort Waiver: Requests for waiver of these goals due to good faith effort shall be submitted on the attached Application For Waiver form. A determination by the UM Executive Director of Facilities Planning and

Development that a good faith effort has not been made by Bidder to achieve above stated goals may result in rejection of the bid.

- c. The undersigned Bidder proposes to perform work with the SDVE participation level set forth below. An SDVE Compliance Evaluation form shall be submitted with this bid for each diverse subcontractor to be used on this project.

SDVE PERCENTAGE PARTICIPATION: _____ percent (_____%)

6. PROPOSER'S ACKNOWLEDGMENTS

- a. Proposer declares that he has had an opportunity to examine the site of the work and he/she has examined Contract Documents therefore; that he/she has carefully prepared his/her proposal upon the basis thereof; that he/she has carefully examined and checked Proposal, materials, equipment and labor required thereunder, cost thereof, and his/her figures therefore. Proposer hereby states that amount, or amounts, set forth in Proposal is, or are, correct and that no mistake or error has occurred in Proposal or in Proposer's computations upon which this Proposal is based. Proposer agrees that he will make no claim for reformation, modifications, revisions or correction of Proposal after scheduled closing time for receipt of Proposals.
- b. Proposer agrees that proposal shall not be withdrawn for a period of one hundred twenty (120) days after scheduled closing time for receipt of Proposals.
- c. Proposer understands that Owner reserves right to reject any or all Proposals and to waive any informalities in the Proposal Process.
- d. Accompanying the Proposal is a bid bond, or a certified check, or an irrevocable letter of credit, or a cashier's check payable without condition to "The Curators of the University of Missouri" which is an amount at least equal to five percent (5%) of amount of largest possible total Design/Build Proposal herein submitted, including consideration of Alternates.

Accompanying the proposal is a Proposer's Statement of Qualifications. Failure of Proposer to submit the Proposer's Statement of Qualifications with the Proposal may cause the Proposal to be rejected. Owner does not maintain Proposer's Statements of Qualifications on file.

- e. It is understood and agreed that Proposal security of three (3) most and responsive Proposers will be retained until Contract has been executed and an acceptable Performance Bond and Payment Bond has been furnished. It is understood and agreed that if the Proposal is accepted and the undersigned fails to execute the Contract and furnish acceptable Performance/Payment Bond as required by Contract Documents, accompanying Proposal security will be realized upon or retained by Owner. Otherwise, the Proposal security will be returned to the undersigned.

7. PROPOSER'S CERTIFICATE

Proposer hereby certifies:

- a. The Proposal is genuine and is not made in interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation.
- b. Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal.
- c. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal.
- d. Proposer has not sought by collusion or otherwise to obtain for himself any advantage over any other Proposer or over Owner.
- e. Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin in connection with performance of work.
- f. By virtue of policy of the Board of Curators, and by virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined or grown within the State of Missouri. By virtue of policy of the Board of Curators, preference will also be given to all Missouri firms, corporations, or individuals, all as more fully set forth in "Information For Proposer."

8. PROPOSER'S SIGNATURE

Note: All signatures shall be original; not copies, photocopies, stamped, etc.

Authorized Signature	Date
Printed Name	Title
Company Name	
Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation Joint Venture	
If a corporation, incorporated under the laws of the State of _____	
Licensed to do business in the State of Missouri? ___yes ___no	

(Each Proposer shall complete Proposal Form by manually signing on the proper signature line above and supplying required information called for in connection with the signature. Information is necessary for proper preparation of the Contract, Performance Bond and Payment Bond. Each Proposer shall supply information called for in accompanying "Proposer's Statement of Qualifications.")

END OF SECTION