

**SECTION 00 41 13**

**BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. SHELBY COUNTY GOVERNMENT  
160 N. MAIN ST.  
MEMPHIS, TN 38103

**1.02 FOR:**

- A. SBI-000320 HVAC Retrofit Phase II  
Shelby County Criminal Justice Center  
201 Poplar Avenue  
Memphis, TN 38103

**1.03 DATE:** \_\_\_\_\_ (Bidder to enter date)

**1.04 SUBMITTED BY: (Bidder to enter name and address)**

- A. Bidder's Full Name \_\_\_\_\_  
1. Address \_\_\_\_\_  
2. City, State, Zip \_\_\_\_\_

**1.05 BASE BID**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Firm, Inc. for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\_\_\_\_\_ dollars  
 (\$\_\_\_\_\_).

Sum of HVAC Controls Work:

\_\_\_\_\_ dollars  
 (\$\_\_\_\_\_).

- B. All applicable federal taxes are included and State of Tennessee taxes are included in the Bid Sum.
- C. The Base Bid amount shall incorporate a 10% allowance for unidentified work as a contingency. Contingency funds may only be applied toward work that is not identified by the contract documents and is approved by the Owner. Any unused funds will be deducted from the contract by deductive change order at contract close-out.

**1.06 ALTERNATES**

- A. Include work for the following Alternates, as specified in Section 01 23 00 Alternates, for the additional lump sums of (in both words and figures). Indicate if lump sum is additive or deductive.

ALTERNATE No.1: Replace existing air handler AHU-1B as indicated on sheet M-126E.

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

Sum of HVAC Controls Work for ALTERNATE No. 1:

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

ALTERNATE No. 2: Replace existing air handler AHU-2B as indicated on sheet M-126E.

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

Sum of HVAC Controls Work for ALTERNATE No. 2:

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

ALTERNATE No. 3: Replace existing air handler AHU-11B and duct mounted heating coils as indicated on sheet M-120E.

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

Sum of HVAC Controls Work for ALTERNATE No. 3:

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_).

**1.07 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**1.08 CONTRACT TIME**

- A. If this Bid is accepted, we will: Complete the Work within **330 days** of Notice to Proceed.
- B. If the Contractor fails to complete the work within the time specified in the Contract or any extensions, the Contractor shall pay the Owner as liquidated damages, the sum of \$250.00 for each day of delay.

**1.09 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work (excluding Allowance Markup Percentage changes listed below) will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work;
  - 2. \_\_\_\_\_ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

**1.10 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - 1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - 4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.11 BID FORM SUPPLEMENTS**

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  - 1. Document 00 43 10 - Supplement A - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.
  - 2. Alternates: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 23 00.

**1.12 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of
- B. \_\_\_\_\_
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. \_\_\_\_\_
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. \_\_\_\_\_
- I. (Authorized signing officer, Title)

**1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.**

**END OF BID FORM**