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. SUPPLIER PARTICIPATION GOALS

a. The Design/Builder shall have as a goal subcontracting with Minority Business Enterprise (MBE) of Fifteen percent (15%)**[Write out goal in words (numbers)]** of awarded contract price for work to be performed.

b. The Design/Builder shall have as a goal subcontracting with Serviced Disabled Veteran Enterprise (SDVE) of Three percent (3%) of awarded contract price for work to be performed.

c. The Design/Builder shall have as a goal subcontracting with Women Business Enterprise (WBE)/Veteran/Disadvantage Business Enterprise (DBE) of Ten percent (10%) **[Write out goal in words (numbers)]** of awarded contract price for work to be performed.

d. Requests for waiver of this goal shall be submitted on the attached Application For Supplier Diversity Participation Waiver form. A determination by the Contracting Officer, that a good faith effort has not been made by Contractor to achieve above stated goal may result in rejection of proposal.

e. The Undersigned proposes to perform work with following Supplier Diversity participation level:

MBE PERCENTAGE PARTICIPATION: percent ( %)

WBE/Veteran/DBE PERCENTAGE PARTICIPATION: percent ( %)

SDVE PERCENTAGE PARTICIPATION: percent (\_\_\_\_\_\_%)

d. A Supplier Diversity Compliance Evaluation form shall be submitted with this proposal for each diverse subcontractor to be used on this project.

7. 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 Proposal 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.

f. 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.

8. 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."

9. 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