

**SECTION 00 30 00****PROPOSAL FORM**

SUBMITTED BY:

\_\_\_\_\_  
(Name of Proposer)\_\_\_\_\_  
(Address)

Dear Sir:

The undersigned, having examined the drawings, specifications, related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and equipment required for the HVAC Replacement at T.E. Baxter Elementary School, in accordance with the drawings and project manual prepared by RWB Consulting Engineers for the lump sum of:

For work at T.E. Baxter Elementary School, BASE PROPOSAL amount of (excludes TAB and Commissioning Services):

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

Testing, Adjusting, and Balancing (TAB) and Commissioning Firms and Contractors shall provide pricing for this project as noted below. The Mechanical or General Contractor shall NOT include TAB or Commissioning Services in their Proposal.

For Testing, Adjusting and Balancing Services work ONLY at T.E. Baxter Elementary School, BASE PROPOSAL amount of:

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

For Commissioning Services work ONLY at T.E. Baxter Elementary School, BASE PROPOSAL amount of:

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_).

Provide the associated equipment cost and lead time of the equipment below and which manufacturer was included in the base bid proposal:

Equipment Type	Manufacturer	Equipment Lead Time	Equipment Cost	Included in Base Proposal (Y/N)
Roof-Top Units	Trane			
	Lennox			

Notes:

1. Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.
2. Prices listed on Bid Form acknowledge that work for Baxter Elementary School cannot begin until Summer Break 2024.
3. The above amount does not include State of Texas Sales Tax.
4. The above amounts do include allowances as stated in Section 01 02 00.
5. The Base Proposal Work is intended to be performed during normal working hours, except for activities that create excessive noise or causes a disruption in building services. In these instances, work shall be performed only when scheduled by the Owner, after hours, or on weekends.
6. Building will not be available to contractors until summer. Summer Break starts Friday May 24, 2024. Phased work will need to be coordinated with the district.
7. All Base and Alternate Proposal work shall be substantially completed by 11:00 p.m., August 04, 2024.
8. Contractor shall include cost to work double shifts and/or weekends as required to complete project by required substantial completion date.
9. Contractor shall include any required equipment expediting cost and charges to complete the work within the timeline established based on the associated notice to proceed listed, site availability, and substantial completion date.
10. The following is the associated proposal and award schedule for the project:
  - a. Pre-Bid Meeting: May 10, 2023 @ 10am CST.
  - b. Questions Due: May 12, 2023 by 4pm CST.
  - c. Final Addenda: May 16, 2023, posted by 4pm CST.
  - d. Proposals Due: May 18, 2023 by 2pm CST.
  - e. Board Meeting: June 19, 2023
  - f. Notice to Proceed: June 20, 2023.
11. Testing, adjusting, and Balancing (TAB) work may need to be done on nights and weekends after substantial completion date. TAB contractor shall include this in their bid price. TAB and commissioning contractors shall use this same proposal form.

The undersigned affirms that the above stipulated base Proposal sum represents the entire cost per drawings, specifications, and addenda and that no claim will be made on account of any increase in wage scales, material prices, taxes, insurance, cost indexes, or any other rates affecting the construction industry and/or this project.

The undersigned Proposer agrees that this Proposal shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving Proposals.

The undersigned Proposer understands that the Owner reserves the right to reject any or all Proposals and to waive any informalities in the Proposal.

The Owner reserves the right to require Bonds of the successful Proposer. If written notice of acceptance of this Proposal is received within 45 days after date designated for opening of Proposals, the undersigned, within 10 days of receipt of the Contract, will sign and deliver to the Owner the contract and any required Performance Bond, Labor and Material Payment Bond and properly executed Insurance Verification Form required by the Owner.

Should the undersigned fail to deliver the signed Contract or the required Bonds or Insurance Form within the 10 day period, the Owner reserves the right to terminate the relationship.

#### TIME OF COMPLETION AND LIQUIDATED DAMAGES

1. The contract date will be established as the number of consecutive calendar days as set out on the proposal form from the "Notice-to-proceed" date issued by the Owner.
2. Failure of the Contractor to complete the Work by the contract date will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Due consideration will be given to delays falling within agreed terms of the contract.
3. The Contractor will pay the Owner Five Hundred Dollars (\$500.00) for each calendar day of delay in finishing the Work in excess of time specified for completion, plus authorized time extensions. Execution of the Contract under these specifications shall constitute agreement by the Owner and Contractor that the amount indicated is the minimum value of the costs and actual damage caused by failure of the Contractor to Substantially Complete the Work within the allotted time, that such sum is Liquidated Damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

Addenda: The undersigned hereby acknowledges receipt of the following addenda to the Drawings and Specifications, all of the provisions and requirements of which addenda have been taken into consideration in the preparation of this Proposal.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Date: \_\_\_\_\_

Signed \_\_\_\_\_

Title \_\_\_\_\_

Name of Firm \_\_\_\_\_

Organized as a: (Mark one)

Proprietorship \_\_\_\_\_

Partnership \_\_\_\_\_

Corporation \_\_\_\_\_

Under the law of the State Of:

\_\_\_\_\_

\_\_\_\_\_

(Date)

Legal Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

If Proposal is by a corporation, affix seal above address.

**END OF PROPOSAL FORM**