

ATTACHMENT D: BID FORM

BID FORM

Proposal of Mobile Fixture and Equipment Co. (hereinafter called "BIDDER"), doing business as INDIVIDUAL *. [*Insert "a corporation", "a partnership", or "an individual" as applicable. If a corporation, indicate state of incorporation] to the Mississippi Coast Coliseum & Convention Center, (herein called the "Owner"):

In compliance with your Invitation for BID, BIDDER hereby proposes to perform all Work for the Work of Improvement known as:

**PURCHASE OF ALL NEW COMMERCIAL KITCHEN DUAL RINSE, CONVEYOR
DISHWASHING UNIT
MISSISSIPPI COAST COLISEUM & CONVENTION CENTER
BILOXI, MISSISSIPPI**

All appurtenant Work, including the purchase of materials required to complete the Work, shall be completed in strict accordance with the Contract/Purchase Order Agreement Documents within the time set forth therein and at the lump sum price stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his/her own organizations, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work of Improvement under this Contract on the date specified in the Notice to Proceed.

BIDDER acknowledges receipt of the following Addenda: (If none, so state)

Addendum No. 1 dated July 6th, 2023

Addendum No. 2 dated July 6th, 2023

Addendum No. 3 dated July 7th, 2023

A list of SUB-CONTRACTORS must be included with this BID Form.

BIDDER agrees to perform all the work described in the Contract/Purchase Order Agreement Documents for the lump sum price.

BIDS must be valid for 60 days after opening.

AMOUNT OF LUMP SUM BID: \$ 163,995.00

One Hundred sixty-three thousand nine hundred ninety-five
(IN WORDS)

PROJECT TIMELINE:

- Equipment Delivery and Installation: 12-15 weeks following issue of Purchase Order.
- Substantial Completion: 10 days following on-site delivery.

LUMP SUM PROPOSAL FURNISH ALL WORK INDICATED IN THE SPECIFICATIONS

BIDS shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. Award will be made to only one BIDDER based upon the lowest, responsive and responsible Base BID of this BID Form. **Owner is Tax-Exempt.**

I/We agree to furnish all labor, equipment and materials and to perform all the Work required for the project in accordance with the Contract/ Purchase Order Agreement Documents and at the prices stated in the preceding BID Schedule.

Respectfully submitted,

Mobile Fixture and Equipment Co.

Name of Company

Signature

Keith Murray

Name (Printed)

C.O.O./Owner

Title

Contracting Officer's Representative:

Signature

Keith Murray

Name (Printed)

C.O.O./Owner

Title

1155 Montlimar Dr. Mobile, AL. 36609

Address

Certificate of Responsibility No. 06699-SC

DUNS No. _____

(SEAL – If BID is by a Corporation)

ATTEST:

Tim McCall

Signature

Contract Department

Title

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Mobile Fixture and Equipment Co., Inc.
1155 Montlmar Drive
Mobile, AL 36609

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

Mississippi Coast Coliseum Commission
2350 Beach Blvd
Biloxi, MS 39531

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT:

Five percent of amount bid (5% of amount bid)

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Commercial Kitchen Dual Rinse Conveyor Dishwashing Unit -
Mississippi Coast Coliseum

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of July

2023

Mobile Fixture and Equipment Co., Inc.

Tim McCall
(Witness)

[Signature]
(Principal)

(Seal)

C.O.O./Owner
(Title)

Jamira Taylor
(Witness)

THE CINCINNATI INSURANCE COMPANY
(Surety)

(Seal)

[Signature]
(Title)

Allen H. Ladd, Attorney-in-Fact

List of Sub-Contractors

1. **Champion Industries** - Champion Industries to be the installer of Dish Machine
Model# EUCCW6