

COMMERCIAL BID PROPOSAL

BID PROPOSAL — GOODS & SERVICES

Proposal No.: — Date: Engagement: [PROJECT NAME]

1. Supplier

[BIDDER S LEGAL NAME YOUR COMPANY], a Llc [BIDDER S ADDRESS] Contact: [BIDDER S AUTHORIZED REPRESENTATIVE]

2. Buyer

[OWNER CLIENT AWARDING AUTHORITY NAME] [OWNER S ADDRESS]

3. Offer

Supplier offers to furnish the following goods and/or services on the terms set forth herein:

[SCOPE OF WORK SERVICES TO BE]

4. Price

**Total Price (Lump Sum): ** (), F.O.B. Supplier's facility unless otherwise agreed. Taxes, duties, and shipping are additional unless included above.

5. Payment Terms

Payment terms: **Net 30**. Past-due invoices accrue interest at **1.5% per month** or the maximum legal rate.

6. Delivery / Performance

Supplier will deliver / perform within **0** days of order acceptance, subject to Buyer's timely provision of required information, access, and materials.

7. Warranty

Supplier warrants that the goods and services shall conform to the description set forth in this proposal, be free from material defects in materials and workmanship for **12 months** from delivery or acceptance, and be performed in a workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE

EXTENT PERMITTED BY LAW. Buyer's exclusive remedy for breach of warranty shall be repair or replacement, or, at Supplier's option, refund of the price paid for the non-conforming goods or services.

8. Title and Risk of Loss

Title to and risk of loss of goods pass to Buyer upon delivery F.O.B. as specified above. Supplier retains a purchase-money security interest in the goods until paid in full, which Buyer agrees Supplier may perfect under UCC Article 9.

9. Limitation of Liability

IN NO EVENT SHALL SUPPLIER'S LIABILITY EXCEED THE AMOUNT PAID TO SUPPLIER UNDER THE ORDER GIVING RISE TO THE CLAIM, AND IN NO EVENT SHALL SUPPLIER BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR BUSINESS INTERRUPTION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Firm Offer — UCC §2-205

This proposal constitutes a **firm offer** under Uniform Commercial Code §2-205 as enacted in [STATE] and shall remain open and irrevocable for **60 calendar days** from the date above, notwithstanding the absence of separate consideration.

11. Acceptance; Battle of the Forms

Acceptance of this proposal is expressly limited to the terms set forth herein. Any **additional or different terms** contained in Buyer's purchase order or other documents are hereby **rejected** and shall not become part of the contract except upon Supplier's express written agreement. This provision is made pursuant to UCC §2-207.

13. Governing Law

This proposal and any contract resulting from its acceptance shall be governed by the laws of the State of [STATE], without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

Respectfully submitted:

Authorized Representative of Supplier

PRINTED NAME

SIGNATURE

DATE

Buyer's Acceptance:

Buyer

PRINTED NAME

SIGNATURE

DATE