

- B. Liquidated Damages: Suffern Central School District and Contractor recognize that time is of the essence of this Agreement and that Suffern Central School District will suffer financial loss if the Work is not completed by the date specified, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Suffern Central School District if the work is not completed on time. Accordingly, instead of requiring any such proof, Suffern Central School District and Contractor agree that as Liquidated Damages for delay (but not as a penalty) Contractor shall pay Suffern Central School District Five Hundred Dollars (\$500) for each day that expires after the specified.

1.05 SCHEDULE OF WORK

- A. Scheduling of all work shall be coordinated through the District and/or the District's Representative. Contractor shall coordinate their work around the District's needs.
- B. It is the District's intent to work with the Contractor and make the building available for the work to be performed within the time frame allowed.

1.06 ALLOWANCES (REFERENCE SPECIFICATION SECTION 012100)

- A. Specified Allowance as indicated in Specification Section 012100. This amount is to be included in the Base Bid above.

1. Allowance Amount:

\$	(Insert Amount)
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1.07 ALTERNATES (REFERENCE SPECIFICATION SECTION 012300.)

- A. Enter a whole dollar amount, even if it is zero (\$ 0), for each Alternate. Circle "ADD" or "DEDUCT" for each Alternate Bid. If neither is circled, "DEDUCT" will be assumed. Do not leave any Alternate amount blank. If any amount is blank, it will be assumed the Bidder will provide that Alternate for no change, neither increase nor decrease, in Contract Price.

1. Alternate No. MC-1; Remove and upsize each of the unit ventilators existing intake louvers with the manufactures wall louvers per the unit ventilator schedule. Provide manufactures louver with bird screen and grille. Provide new lintels and patch with like construction.:

ADD/DEDUCT	(\$)
		DOLLARS

2. Alternate No. MC-2; Provide complete cooling in unit ventilators in the eight (8) Kindergarten and first grade classrooms including all roofing work, piping and condensing units per drawings:

ADD/DEDUCT	(\$)
		DOLLARS

1.08 BID SECURITY

- A. Bid Security in the form of a Certified or Cashier's Check or a Bid Bond in the form required by the Contract Documents is attached to and made a part of this Proposal.

1.09 IRAN DIVESTMENT ACT CERTIFICATION

- A. Contractor to submit with the bid, Iran Divestment Act Certification which hereto is made a part of this Form of Proposal and is attached at the end of this Form of Proposal.

1.10 REPRESENTATIONS

- A. By submitting this Proposal the Bidder represents and certifies to the Owner and the Architect that
1. It has examined the Contract Documents, the site of the proposed Work, is familiar with the local conditions at the place where the Work is to be performed and fully comprehends the requirements and intent of the plans and specifications for this Project in accordance

with the drawings, specifications and other Contract Documents prepared by CPL the Owners Consultant, for this Project.

2. It has examined and reviewed, where applicable, all information and data in the Contract Documents related to existing underground facilities at or contiguous to the site. Bidder shall require of the Owner or Architect no further investigations, explorations, tests or reports with respect to such underground facilities in order for the Bidder to perform the Work of the Proposal within the Contract Time and in accordance with the Contract Documents.
3. It has given notice to the Architect, as required by the Contract Documents of any and all discrepancies it has discovered and accepts the resolution of those discrepancies offered by the Architect.
4. Pursuant to New York State General Municipal Law section 103-d, by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or competitor; and
 - c. No attempt has been made or will be made by bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - d. The proposal is based upon the materials, equipment and systems required by the Contract Documents, without exception, unless otherwise set forth in this Proposal in detail.

1.11 CHANGE ORDERS

- A. We propose and agree that the above lump sum shall be adjusted for changes in the Contract Work not included in unit prices by addition of the following costs:
 1. Profit and overhead as permitted in the General Conditions.

1.12 NON-COLLUSIVE BIDDING CERTIFICATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.13 ACCEPTANCE

- A. When this Proposal is accepted, the undersigned agrees to enter into a Contract with the Owner as provided in the Form of Agreement.

1.14 AFFIRMS

- A. The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of forty-five (45) days after opening of Bids.

1.15 TYPE OF BUSINESS

- A. The undersigned hereby represents that it is a (select with circle):
1. Corporation, Partnership, Individual.
 2. If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State.

1.16 PLACE OF BUSINESS

- A. The following is the name and address of the person to whom all notices required in connection with this Proposal may be telephoned, mailed, or delivered.

Name of Contact Person:	
Name of Business or Firm:	
Address:	
Address:	
Telephone:	Fax
Email Address:	
FEIN: Federal Employer Identification No.:	

1.17 EXECUTION OF CONTRACT

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within forty-five (45) days after the opening of Bids, or anytime thereafter should the Proposal not be withdrawn, the undersigned, within ten (10) days, will execute the Form of Agreement with the Owner.

1.18 ADDENDA

- A. Any addenda issued by the Architect and mailed or delivered to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

Addendum #	Dated:
Addendum #	Dated:
Addendum #	Dated:
Addendum #	Dated:

1.19 ASBESTOS

- A. The bidder certifies that no asbestos or asbestos-containing materials will be incorporated into the Work of this Contract.

1.20 AUTHORIZED SIGNATURES FOR PROPOSALS

Individual or Legal Name of Firm or Corporation:
Signature of Representative of Firm or Corporation:
Printed Name and Title:
Date:
If Corporation – provide Seal:

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1.21 IRAN DIVESTMENT ACT CERTIFICATION

- A. By submission of this bid, (DL & AV Equip 1315), or by assuming the responsibility of a Contract awarded hereunder, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
1. That each bidder/contractor/assignee is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list created pursuant to paragraph (b) subdivision 3 of section 165-a of the New York State Finance Law and posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. (See Article in the Instructions to Bidders.)

Individual or Legal Name of Firm or Corporation:
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Mailing Address:

Signature of Representative of Firm or Corporation:

Printed Name and Title:

Date:

SWORN to before me this date:

Notary Public Signature and Stamp:

1.22 SEXUAL HARASSMENT POLICY/TRAINING AFFIRMATION

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees.

Name of Contractor:

Name of Business or Firm:

Address:

Telephone:

Fax

Email Address:

Signature and Title of Contractor:

Date:

END OF SECTION 004020