

**SECTION 00 4100
BID FORM**

CONTRACT 2 – HVAC CONSTRUCTION

THE PROJECT AND THE PARTIES

TO: Carmel Central School District (Carmel CSD)
81 South Street
Patterson, New York 12563

FOR: 2019 Bond – George Fischer Library Improvements &
District Wide ADA Compliance

DATE: _____ (BIDDER TO ENTER DATE)

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name _____

Address _____

City, State, Zip _____

Phone Number _____

OFFER

**THE UNDERSIGNED, IN COMPLIANCE WITH THE INVITATION AND INSTRUCTIONS
TO BIDDERS,**

A CORPORATION OF, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE
OF:

A partnership consisting of:

An individual trading as:

of the City of

in the State of

Agrees that if this bid is accepted as hereinafter provided he/she will, except to the extent otherwise specifically provided in the Contract Documents, provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work described in the Contract referred to in the Instructions to Bidders Letter in strict accordance with the terms and provisions of this Contract consisting of the documents listed as attachments as prepared by CPL.

for the following **BREAKDOWN OF COSTS** for:

CONTRACT 2 – HVAC CONSTRUCTION

1.10 **BID FOR CONTRACT 2:** Cost to perform work as described by the Contract Documents

\$ _____
_____ Dollars (\$ _____.)

ALLOWANCE \$ 20,000.00 (Twenty Thousand Dollars and no cents)

TOTAL BID FOR CONTRACT 2: This is the total of all work PLUS \$20,000.00
Dollars

\$ _____
_____ Dollars (\$ _____.)

1.11 **ALTERNATE BIDS** - There are no alternate bids for Contract 2

1.12 **PROVISIONS** - There are no provisions for Contract 2

1.13 **UNIT PRICES** – There are no unit prices for Contract 2

Further, as part of the proposal, the undersigned agrees to the percentages set forth in Article 7 of the Conditions for extra work if ordered on a Time and Material basis which covers all overhead and profit allowances.

It is understood that the Owner reserves the right to accept or reject, in whole or in part, any and all bids that the Owner deems to be in his best interest.

1.14 ACCEPTANCE

- A. THIS OFFER SHALL BE OPEN TO ACCEPTANCE AND IS IRREVOCABLE FOR A PERIOD OF FORTY FIVE (45) DAYS FROM THE BID CLOSING DATE. PRICES QUOTED SHALL BE GUARANTEED FOR FORTY FIVE (45) DAYS AFTER DATE OF PROPOSAL.
- B. UPON NOTIFICATION OF ACCEPTANCE OF THIS PROPOSAL, THE UNDERSIGNED AGREES TO EXECUTE A CONTRACT IN THE FORM AS STATED WITHIN THESE CONTRACT DOCUMENTS FOR THE AMOUNT STATED.
- C. IF WRITTEN NOTICE OF AWARD IS RECEIVED WITHIN FORTY FIVE (45) CALENDAR DAYS AFTER THE OPENING OF BIDS, THE UNDERSIGNED AGREES TO EXECUTE SAID CONTRACT AND FURNISH THE EXECUTED CONTRACT TO THE OWNER

WITHIN SEVEN (7) DAYS AFTER RECEIPT OF SAID NOTICE OF AWARD, AND TO FURNISH TO THE OWNER WITHIN TEN (10) DAYS OF THE NOTICE OF AWARD THE PERFORMANCE BOND, LABOR AND MATERIAL BONDS AND INSURANCE CERTIFICATES REQUIRED HEREIN.

- D. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and / or insurances, the security deposit shall be forfeited as damages to Carmel CSD by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- E. In the event our bid is not accepted, in whole or in part, within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.15 CONTRACT TIME

If this Bid is accepted, in whole or in part, we will complete the Work as described in 01 1000 - Summary.

1.16 CHANGES TO THE WORK

- A. When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 15 percent overhead and profit on the net cost of our own Work;
 - 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Carmel CSD shall be Architect-approved net cost plus the overhead and profit percentage noted above.

1.17 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____.

1.18 BID FORM SUPPLEMENTS

A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

1. Bid Bond 00 6000 - amount described in Instructions to Bidders.
2. Non Collusive Bidding Certification - attached at end of bidform.
3. Document 00 4101 - Supplement to Bid Form, Contractors Qualifications.

1.19 BY SUBMISSION OF THIS PROPOSAL, THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE VISITED THE SITE, INFORMED THEMSELVES OF THE EXISTING CONDITIONS, AND HAVE INCLUDED IN THE PROPOSAL A SUM TO COVER THE COSTS OF ALL ITEMS IN THE CONTRACTS.

1.13 CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3) (b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Carmel Central School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Carmel Central School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and states that she/he is the

_____ of _____ and that neither the

Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entries List.

Sworn to before me this _____ day

of _____, 2021.

Notary Public

SIGNED

1.14 CONFLICT OF INTEREST CERTIFICATION

The proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to conflicts of interest. The proposer agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Carmel Central School District, which must include a description of the action, which the successful proposer has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, the Carmel Central School District may, at its discretion, cancel the Contract award. In the event the successful proposer was aware of a conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, the Carmel Central School District may terminate the Contract for default.

The undersigned on behalf of the proposer hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and Date

Typed or Printed Name

Title

1.15 NON-COLLUSIVE BIDDING CERTIFICATION

Every bid or proposal made to a political subdivision of the State or any public department, agency or official thereof, or to a fire district or any agency or official thereof, for work or services performed or to be performed or goods sold to, or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to Section 103d of the General Municipal Law of the State of New York as amended by Laws of 1966.

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 it's own organization, under penalty of perjury, that to the best of his knowledge and belief:

- A. 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;
- 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 knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- C. 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.
- D. The foregoing is affirmed as true under penalty of perjury.

Contractor's Name: _____

Contractor's Signature _____ Date _____

1.15 BID FORM SIGNATURE(S)

CONTRACTOR: _____

BY: _____

TITLE: _____

BUSINESS NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

The Corporate Seal of _____
(Bidder - print the full name of your firm)

_____ was hereunto affixed in the presence of:

_____ (Authorized signing officer, Title)

(Seal)

1.16 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF CONTRACT 2 - BID FORM

**SECTION 00 4100
BID FORM**

CONTRACT 3 – PLUMBING CONSTRUCTION

THE PROJECT AND THE PARTIES

TO: Carmel Central School District (Carmel CSD)
81 South Street
Patterson, New York 12563

FOR: 2019 Bond – George Fischer Library Improvements &
District Wide ADA Compliance

DATE: _____ (BIDDER TO ENTER DATE)

SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

Bidder's Full Name _____

Address _____

City, State, Zip _____

Phone Number _____

OFFER

**THE UNDERSIGNED, IN COMPLIANCE WITH THE INVITATION AND INSTRUCTIONS
TO BIDDERS,**

A CORPORATION OF, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE
OF:

A partnership consisting of:

An individual trading as:

of the City of

in the State of

Agrees that if this bid is accepted as hereinafter provided he/she will, except to the extent otherwise specifically provided in the Contract Documents, provide all labor, materials, supplies, tools, plant and equipment necessary to perform all work described in the Contract referred to in the Instructions to Bidders Letter in strict accordance with the terms and provisions of this Contract consisting of the documents listed as attachments as prepared by CPL.

for the following **BREAKDOWN OF COSTS** for:

CONTRACT 3 – PLUMBING CONSTRUCTION

1.20 **BID FOR CONTRACT 3:** Cost to perform work as described by the Contract Documents

\$ _____
_____ Dollars (\$ _____.)

ALLOWANCE \$ 15,000.00 (Fifteen Thousand Dollars and no cents)

TOTAL BID FOR CONTRACT 3: This is the total of all work PLUS \$15,000.00
Dollars

\$ _____
_____ Dollars (\$ _____.)

1.21 **ALTERNATE BIDS** - There are no alternate bids for Contract 3

1.22 **PROVISIONS** - There are no provisions for Contract 3

1.23 **UNIT PRICES** – There are no unit prices for Contract 3

Further, as part of the proposal, the undersigned agrees to the percentages set forth in Article 7 of the Conditions for extra work if ordered on a Time and Material basis which covers all overhead and profit allowances.

It is understood that the Owner reserves the right to accept or reject, in whole or in part, any and all bids that the Owner deems to be in his best interest.

1.24 ACCEPTANCE

- A. THIS OFFER SHALL BE OPEN TO ACCEPTANCE AND IS IRREVOCABLE FOR A PERIOD OF FORTY FIVE (45) DAYS FROM THE BID CLOSING DATE. PRICES QUOTED SHALL BE GUARANTEED FOR FORTY FIVE (45) DAYS AFTER DATE OF PROPOSAL.
- B. UPON NOTIFICATION OF ACCEPTANCE OF THIS PROPOSAL, THE UNDERSIGNED AGREES TO EXECUTE A CONTRACT IN THE FORM AS STATED WITHIN THESE CONTRACT DOCUMENTS FOR THE AMOUNT STATED.
- C. IF WRITTEN NOTICE OF AWARD IS RECEIVED WITHIN FORTY FIVE (45) CALENDAR DAYS AFTER THE OPENING OF BIDS, THE UNDERSIGNED AGREES TO EXECUTE SAID CONTRACT AND FURNISH THE EXECUTED CONTRACT TO THE OWNER

WITHIN SEVEN (7) DAYS AFTER RECEIPT OF SAID NOTICE OF AWARD, AND TO FURNISH TO THE OWNER WITHIN TEN (10) DAYS OF THE NOTICE OF AWARD THE PERFORMANCE BOND, LABOR AND MATERIAL BONDS AND INSURANCE CERTIFICATES REQUIRED HEREIN.

- D. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s) and / or insurances, the security deposit shall be forfeited as damages to Carmel CSD by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- E. In the event our bid is not accepted, in whole or in part, within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.25 CONTRACT TIME

If this Bid is accepted, in whole or in part, we will complete the Work as described in 01 1000 - Summary.

1.26 CHANGES TO THE WORK

- A. When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
 - 1. 15 percent overhead and profit on the net cost of our own Work;
 - 2. 5 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Carmel CSD shall be Architect-approved net cost plus the overhead and profit percentage noted above.

1.27 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____.

1.28 BID FORM SUPPLEMENTS

A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

1. Bid Bond 00 6000 - amount described in Instructions to Bidders.
2. Non Collusive Bidding Certification - attached at end of bidform.
3. Document 00 4101 - Supplement to Bid Form, Contractors Qualifications.

1.29 BY SUBMISSION OF THIS PROPOSAL, THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE VISITED THE SITE, INFORMED THEMSELVES OF THE EXISTING CONDITIONS, AND HAVE INCLUDED IN THE PROPOSAL A SUM TO COVER THE COSTS OF ALL ITEMS IN THE CONTRACTS.

1.16 CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3) (b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the Carmel Central School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The Carmel Central School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, _____, being duly sworn, deposes and states that she/he is the

_____ of _____ and that neither the

Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entries List.

Sworn to before me this _____ day

of _____, 2021.

Notary Public

SIGNED

1.17 CONFLICT OF INTEREST CERTIFICATION

The proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to conflicts of interest. The proposer agrees that, if after award, a conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Carmel Central School District, which must include a description of the action, which the successful proposer has taken or proposes to take to avoid or mitigate such conflicts. If a conflict of interest is determined to exist, the Carmel Central School District may, at its discretion, cancel the Contract award. In the event the successful proposer was aware of a conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, the Carmel Central School District may terminate the Contract for default.

The undersigned on behalf of the proposer hereby certifies that the information contained in this certification is accurate, complete, and current.

Signature and Date

Typed or Printed Name

Title

1.18 NON-COLLUSIVE BIDDING CERTIFICATION

Every bid or proposal made to a political subdivision of the State or any public department, agency or official thereof, or to a fire district or any agency or official thereof, for work or services performed or to be performed or goods sold to, or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury and is made pursuant to Section 103d of the General Municipal Law of the State of New York as amended by Laws of 1966.

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 it's own organization, under penalty of perjury, that to the best of his knowledge and belief:

- A. 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;
- 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 knowingly be disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
- C. 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.
- D. The foregoing is affirmed as true under penalty of perjury.

Contractor's Name: _____

Contractor's Signature _____ Date _____

1.17 BID FORM SIGNATURE(S)

CONTRACTOR: _____

BY: _____

TITLE: _____

BUSINESS NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

The Corporate Seal of _____
(Bidder - print the full name of your firm)

_____ was hereunto affixed in the presence of:

_____ (Authorized signing officer, Title)

(Seal)

1.18 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF CONTRACT 3 - BID FORM