

- E. Bid all requested alternates. If no change in the Base Bid is required, enter "No Change."
- F. Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each Bid copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

- A. Each Bid must be accompanied by a certified bank check of the Bidder, or a Bid Bond prepared by a surety company licensed in New York State.
 - 1. Bid Security shall be provided in the amount of five (5) percent of the dollar amount of the Base Bid.
 - 2. Bid Security shall be payable to Liberty Central School District.
 - 3. If certified check is utilized, the Bidder shall provide written confirmation from a licensed New York State Surety company that Performance and Payment Bonds will be available to said Bidder for this project.
 - 4. The apparent successful Bidders, upon failure or refusal to furnish the required Performance and Payment Bonds and execute a Contract within ten (10) calendar days after receipt of notice of the acceptance of Bid, shall forfeit the Bid Security as liquidated damages for such failure to refusal, and not as a penalty.
 - 5. The successful Bidders shall have the Bid Security returned upon execution of an Owner/Contractor Agreement.
 - 6. Unsuccessful Bidders shall have their Bid Security returned following the execution of the Owner/Contractor Agreements or the forty-five (45) day period following the Bid Opening, whichever occurs first.
 - 7. The Bid Security shall not be forfeited to the Owner in the event the Owner fails to comply with subparagraph 6.2.
- B. Surety Bond shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact that executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- C. The Owner will have the right to retain the Bid Security of Bidders to whom an award is being considered until either:
 - 1. The Contract has been executed and bonds, when required, have been furnished, or;

2. The specified time has elapsed so that Bids may be withdrawn or;
3. All Bids have been rejected.

4.3 SUBMISSION OF BIDS

- A. All copies of the Bid, the Bid Security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated Contract for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
 1. If Bidder submits for different Contracts, each shall be submitted individually and so labeled for that Contract.
- B. Bids shall be deposited at the designated location prior to the time and date indicated in the Invitation to Bidders for the receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.
 1. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
 2. Oral, telephonic, telegraphic, facsimile or other electronically transmitted Bids will not be considered.
- C. Bids not exhibiting original signatures or seals will not be accepted as a responsive Bid.
- D. Bids shall be submitted in duplicate. Executed forms required for each submitted Bid are as follows:
 1. Bid Form.
 2. Resolution.
 3. Non-Collusive Bid Certification.
 4. Iran Divestment Act Certification.
 5. Bid Security.

4.4 MODIFICATION OR WITHDRAWAL OF BID

- A. A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of