

ADVERTISEMENT FOR BIDDERS

Sealed proposals for single prime Electrical Contract 001, for the Cuba-Rushford Central School District, Smart Schools Bond Act District Wide Project will be received by the Cuba-Rushford Central School District at the District Office 5476 Route 305 North Cuba, New York 14727 until 11:00 a.m. Local Time on Tuesday, October 13, 2020, at which time they will be publicly opened and read aloud.

In order to familiarize Bidders with the project and conditions affecting the work, there will be a Pre-bid Meeting at 11:00 a.m. on Tuesday, September 22, 2020. Bidders shall meet at the Cuba-Rushford Middle-High School, 5476 Route 305, North Cuba, New York 14727, for a question and answer period and tour of the site. All bidders are encouraged to attend. Attendance will be taken.

The Instructions to Bidders, Form of Proposal, General Conditions and Supplements, Drawings, and Specifications may be examined at the following locations:

SWBR 387 East Main Street Rochester, New York 14604	Builder's Exchange of Rochester 180 Linden Oaks, Suite 100 Penfield, New York 14625
McGraw Hill Construction Dodge www.dodge.construction.com	

The Instructions to Bidders, Form of Proposal, General Conditions and Supplements, Drawings, and Specifications may be examined at the office of the Architect (SWBR, 5th Floor, 387 East Main Street, Rochester, New York 14604), and obtained upon a refundable deposit of \$100.00 per set (make check payable to: SWBR). Drawings and Specifications will be available after 2:00 p.m. on Tuesday, September 15, 2020.

Any Bidder upon returning such set in good condition within thirty (30) days after date set for Bid opening, will be refunded the deposit. Any Non-Bidder so returning such set will be refunded fifty percent (50%) of the deposit.

A Bid Bond or Certified Check made payable to the Owner in the amount of five percent (5%) of the Bid, subject to the conditions provided in the Instructions to Bidders, must be deposited by each Bidder with his Bid as a guarantee that in the case the contract is awarded to him, he will within ten (10) days thereafter, execute such contract and furnish a satisfactory Performance and Payment Bond, and that Bidder shall not withdraw his Bid for a period of forty-five (45) days after the above date of Bid opening, and to guarantee the performance of all other obligations of the Bidders as set forth in Instructions to Bidders.

Attention of the Bidders is called to the requirements as to the conditions of employment and minimum wage rates to be paid under this Contract, as well as to other provisions set forth in the Instructions to Bidders. Work shall be commenced and continuously and diligently prosecuted immediately after contracts have been signed.

Cuba-Rushford Central School District hereby reserves the right to waive any informalities and reject any or all Bids or to accept the one that in its judgment will be for the best interest of the

ADVERTISEMENT FOR BIDDERS

District. The awarding of the Contract will be subject to the approval of the New York State Education Department.

Contract award shall be subject to the condition that the applicable plans and specifications for the work to be done shall be approved by the Commissioner of Education.

Dated: September 15, 2020

Superintendent, Cuba-Rushford Central School District

FORM OF PROPOSAL

PART 1 - GENERAL

1.1 GENERAL

- A. Pursuant to and in compliance with your Advertisement for Bidders and the Information to Bidders relative thereto and all of the Contract Documents including any Addenda issued by the Architect and mailed to the undersigned prior to the opening of Bids whether received by the undersigned or not, we

_____ hereby propose to furnish all plant, labor, supplies, materials and equipment incidental to the Electrical Contract Work as required by and in strict accord with the applicable provisions of the Drawings and Specifications entitled "Cuba-Rushford Central School District Smart Schools Bond Act – District Wide Project" all to the satisfaction and approval of the Architect and the Owner in accordance with the terms and conditions of the Contract Documents for the following sum:

Bid: \$ _____

_____ Dollars

1.2 TIME OF COMPLETION

- A. It is agreed by the undersigned that after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, he will start work within ten (10) consecutive calendar days of this notice to proceed and fully complete the work in the timeframe indicated in the Contract Documents.

1.3 BID SECURITY

- A. Attached hereto is a Bid Bond in the amount of five percent (5%) of the Base Bid.

1.4 ALTERNATES

- A. We agree to adjust the basic amount of our lump sum Base Bid if any or all of the following Alternates are accepted by the Owner.

- B. Alternate No. E1: Telecom Grounding.

(ADD/DEDUCT)

_____ Dollars

(\$ _____).

FORM OF PROPOSAL

C. Alternate No. E2: Re-Termination of Data Cables at CES.

(ADD/DEDUCT)

_____ Dollars

(\$_____).

D. Alternate No. E3: Replacement of Fiber to Bus Garage & Fish Hatchery.

(ADD/DEDUCT)

_____ Dollars

(\$_____).

1.5 UNIT PRICES

A. For work to be supplied or omitted at the price rate stipulated herein should the volume of work be increased, the following unit prices will be established as the limitations for such items of work, and each unit price shall include profit, overhead costs, material, labor and services of each and everything necessary or required to complete the work in accord with the specification requirements for like work in kind, quality and function.

B. Work added shall be computed at listed prices. Work deducted shall be computed at ninety percent (90%) of these prices. All unit prices are subject to negotiation with the Owner.

1. Unit Price No. 1: 1 foot to 100 feet of Category 6 Cables.

1 Unit: _____.

2. Unit Price No 2: 101 feet to 200 feet of Category 6 Cables.

1 Unit: _____.

3. Unit Price No. 3: 201 feet to 300 feet of Category 6 Cables.

1 Unit: _____.

4. Unit Price No. 4: 1 foot to 100 feet of Category 6a Cables.

1 Unit: _____.

5. Unit Price No 5: 101 feet to 200 feet of Category 6a Cables.

1 Unit: _____.

6. Unit Price No. 6: 201 feet to 300 feet of Category 6a Cables.

1 Unit: _____.

FORM OF PROPOSAL

1.6 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:
7. 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;
 8. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will no knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 9. 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.

Dated: _____, 20

_____, Inc.

Signature of Bidder

Business Address:

Telephone Number:

1.7 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.

1.8 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.

1.9 TYPE OF BUSINESS

- A. The undersigned hereby represents that it is a _____ (Corporation, Partnership, or an Individual). 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.

FORM OF PROPOSAL

1.10 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 _____

Address _____

Telephone _____ Telefax _____

1.11 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.

1.12 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 No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

(Sign Bid Here)

Dated _____, 20_____

Legal Name of Person, Partnership or Corporation

By _____

Title _____

Address _____

SECTION END 00 41 10

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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 the 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 the 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 School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School 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 School 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 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 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 says that he/she is the _____ of the _____ Corporation and that neither

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

SIGNED

SWORN to before me this

_____ day of _____

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

20__.

Notary Public: _____