

NAME OF BIDDER

ADDRESS OF BIDDER

PROPOSAL FOR

Project Number: **SU-031819**

Date: **03/18/2019**

Project Name: **Campus Roadways Rehabilitation Project**

TO THE STATE UNIVERSITY OF NEW YORK:

1. **The Work Proposed Herein Will Be Completed by August 9, 2019, Starting immediately After The Contract Approval Date.** In the event the bidder fails to complete such work by said date or dates, or within the time to which such completion may have been extended in accordance with the Contract Documents, the bidder agrees to pay the University liquidated damages in an amount equal to the values indicate in the Liquidated Damages Schedule below for each calendar day of delay in completing the work.

LIQUIDATED DAMAGES SCHEDULE

| <u>Contract Amount</u> | <u>Liquidated Damages</u> |
|--|---------------------------|
| Under \$100,000 | \$100/day |
| \$100,000-\$499,999 | \$200/day |
| \$500,000-\$999,999 | \$300/day |
| \$1MM-\$1,999,999 | \$400/day |
| \$2MM-\$3,499,999 | \$500/day |
| \$3.5MM-\$5MM | \$700/day |
| Over \$5MM (to be determined by the University in each instance) | \$____/day |

2. The bidder hereby declares that it has carefully examined all Bidding and Contract Documents and that it has personally inspected the actual location of the work, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
3. The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefore the amount of the Total Bid, modified by such additive or deductive alternates, if any, as are accepted by the University.
4. The bidder further agrees to accept the unit prices, if any, set forth in paragraph (5) of this proposal, except as the same may be modified pursuant to the provisions of Section (5) of the Information to Bidders, as full payment for the amount of the credit to the University for any deletions, additions, modifications or changes to the portion or portions of work covered by said unit prices.

5. **BID CALCULATION**

a. **BASE BID** (*does not include allowances*)

\$ _____
(in numbers)

(in words)

b. **ALLOWANCES:** In accordance with the Schedule I and Section 4.05 of Agreement, the bidder further agrees to the following additions to the Base Bid:

| Work or Materials Description | Amount in Words | Amount in Figures |
|-------------------------------|-----------------|-------------------|
| NONE | | |
| | | |

c. **TOTAL BID** (*base bid + allowances = total bid*)

\$ _____
(in numbers)

(in words)

d. **ALTERNATES:** In accordance with Section B of the General Requirements the bidder proposes the following additions to or deductions from the Total Bid for the alternates listed below:

| Alternate Number | Add/Deduct | Amount in Words | Amount in Figures |
|------------------|------------|-----------------|-------------------|
| 1 | Add | | |
| 2 | Add | | |
| | | | |

e. UNIT PRICING (base bid and any change order)

| | Amount in Words | Amount in Figures |
|---|-----------------|-------------------|
| Unit Price: Lay Down Asphalt (rate should include material & labor) | \$ per ton | \$ per ton |
| Unit Price: Binder Course (Level & Trim) (rate should include material & labor) | \$ per ton | \$ per ton |
| | | |

Purchase College requires bidders to submit bids for the base bid and both Alternates. Purchase College will award a contract, at minimum, for the base bid. The college may add Alternate 1 and then Alternate 2 to the contract dependent upon available funding.

6. 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 its 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 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 (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Campus President, or designee, or Vice Chancellor for Capital Facilities, or designee, determines that such disclosure was not made for purposes of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this Section.

7. The bidder agrees that if awarded the Contract, it will commence work within (10) calendar days after date of receipt of a fully executed Agreement and that it will fully complete the work by the date stated herein.

8. The bidder acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein.

| Addendum Number | Date | Addendum Number | Date |
|-----------------|----------------|-----------------|----------------|
| _____ | ____/____/____ | _____ | ____/____/____ |
| _____ | ____/____/____ | _____ | ____/____/____ |
| _____ | ____/____/____ | _____ | ____/____/____ |

9. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid. In the event that (a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely provide the Post-Bid Information required by the Information for Bidders or (b) this Proposal is accepted by the University and the bidder shall refuse or neglect, within ten (10) calendar days after date of receipt of Agreement, to execute and deliver said Agreement in the form provided herein, or to execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed, the bidder shall be liable to the University, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders. The University may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the University is entitled, the bidder shall pay the difference, upon demand, to the University.
10. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.
11. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
12. The bidder certifies that all information provided or to be provided to the University in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated ____/____/____

Firm's Federal ID Number or
Social Security Number as applicable _____

Legal name of person, partnership, joint venture or corporation:

By _____
(signature)

Title _____

Email address _____

ACKNOWLEDGMENT FOR THE PROPOSAL

THE LEGAL ADDRESS OF THE BIDDER

Telephone No. _____ Facsimile No. _____

If a Corporation

Name

Address

PRESIDENT _____

SECRETARY _____

TREASURER _____

If a Partnership

Name of Partners

Address

If a Joint Venture

Name of Members

Address

If an Individual

Name of Individual

Address

Attachment A – List of Completed Similar Construction Projects

Bidder Name:

Project No.:

Bidders must provide three (3) example projects completed in the past five (5) years in which the Bidder served as the prime contractor. Example projects must be of similar size, scope and complexity to the project currently being bid, as further described in the Description of Work. Each project must include the Owner/Agency, Award Date, Contract Amount, Date Completed, Contact Person, Telephone number of the contact, Architect and/or Engineer's Name, Contract Number, Contact Email, and the Project Title and a brief scope description. Reference contacts may be used to verify project size, scope, dollar value, percentages and quality of performance.

| | | | | | | |
|----------------------|-----------------------------|---------------|-----------------------|--|-----------------|----------------|
| 1. | Agency/Owner | | | Award Date | Contract Amount | Date Completed |
| | Agency/Owner Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Contact Email | Project Title & Scope | | | |
| 2. | Agency/Owner | | | Award Date | Contract Amount | Date Completed |
| | Agency/Owner Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Contact Email | Project Title & Scope | | | |
| 3. | Agency/Owner | | | Award Date | Contract Amount | Date Completed |
| | Agency/Owner Contact Person | | Telephone No. | Designer Architect and /or Design Engineer | | |
| | Contract No. | Contact Email | Project Title & Scope | | | |
| Completed By: | | | | Phone Number: Email: Date: | | |