

ROCKFORD BOARD OF EDUCATION INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR SCHOOL DISTRICT NO. 205 ROCKFORD, ILLINOIS

IFB No. 17-40 Rockford Public School District 205 School B, Zone 1

DATE: **Friday, April 21, 2017**

RE: **ADDENDUM NO. 1**

To All Bidders:

Attached are modifications, clarifications and/or corrections for the Project Manual and are hereby made a part of the contract documents. Please attach this addendum to the Project Manual(s) in your possession. Please note the receipt of this addendum on the bid form. Bidders shall review changes to all portions of this work as changes to one portion may affect the work of another.

If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 3rd floor prior to coming to the bid opening. Please allow time for this as late submission will not be accepted.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Purchasing Department by email to Vicki Musa at musav@rps205.com.

Addendum one is to clarify the bid form to be used when submitting your proposal. The attached documents are to used instead for the bid forms found on pages 98 thru 107 (Bid Form 1-10) in Part One and pages 116 thru 127 (Bid Form 1-10) in Volume 1 of 2 in Part Two of the bid documents.

Please use the attached Bid Form (Clarification 4/21/2017) when submitting your proposal.

To: Rockford Public School District 205

BID FORM (Clarification 4/21/2017)

ALTERNATES

Refer to Division 01 Section 012300 – Alternates for description of Alternates.

Alternate Bid #1A: ADD Kindergarten Room Cubbies

Bid Amount \$.

Alternate Bid #1B: ADD Kindergarten Room Wall Cabinets

Bid Amount \$.

Alternate Bid #2: ADD Display Cases & Tack Surface

Bid Amount \$.

Alternate Bid #3: ADD Library Casework

Bid Amount \$

Alternate Bid #4: ADD Increase Generator Capacity & Transfer Switch

Bid Amount \$______.

Alternate Bid #5: ADD Parking Spaces at Bus Loop

Bid Amount \$.

Alternate Bid #6: ADD Water Main Extension
Bid Amount \$
Alternate Bid #7: ADD New Traffic Signal
Bid Amount \$
Alternate Bid #8: ADD/ DEDUCT/NO CHANGE for Alternate Work Schedule.
Bid Amount \$

PROJECT MILESTONE DATES

- 1. Notice of Letter of Intent 5/17/17
- 2. BOE Approval 5/23/17
- 3. Area "A" Available-7/03/17
- 4. North Site Access Completion-8/01/17
- 5. Substantial Completion -7/18/18
- 6. Final Building Completion- 8/01/18
- 7. Area "D" Completion- 8/31/18
- 8. Commissioning-Pre-Construction Meeting 6/16/2017
- 9. Commissioning-Functional Testing- 6/06/18
- 10. Existing School Demolition (by others)- 6/11/18 to 8/03/18
- 11. Commissioning- Final Winter 2019
- 12. Pre-Construction Meeting-6/14/17
- 13. Storm Shelter Pre-Construction Meeting- 6/28/17

If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned at any time prior to the date set for the expiration of the Bid Security, the undersigned will, within ten (10) days after the notice, execute and deliver a contract in accordance with the required Form of the Agreement and give Performance and Payment Bond, if so required, in accordance with the Bid as accepted.

The undersigned acknowledges that the bidder has adequate equipment to do the work properly and expeditiously:

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

Caution: This Bid may be rejected if not accompanied by a guarantee in the specified amount. Any certified check may be held uncollected at risk of Bidders submitting them. Addendum Receipt: The receipt of the following addenda to the Specifications is acknowledged: Addendum No. Date Addendum No. Date Submittals, as required by the Instructions/Supplementary Instructions to Bidders, shall be completed and delivered to the Architect, by the two (2) or three (3) low bidders, within three working days after the Bid opening. Dated _____, 2017 Legal name of person, partnership or corporation (Sign Bid Here) By: Name and Title Legal Business Address: Street Address City and State **UNIT PRICES** Should the amount of work required for this project be increased or decreased due to changes in design or conditions at the site, the undersigned agrees that the following unit prices will be the basis for an increase or decrease to the contract amount. Refer to Division 01 Section 012200 - Unit Prices for description of Unit Prices. Unit Price No. 1: For over excavation, hauling spoils off-site and breaker run aggregate (2" -3") material at locations where unsuitable soils are encountered at roadways.. \$ /cubic vard. Unit Price No.2: Furnish and install fabric stabilization at roadway. \$ /square yard Unit Price No. 3: For over excavation, hauling spoils off-site and compacted granular fill material at locations where unsuitable soils are encountered at the building foundations. \$_____/cubic yard. Unit Price No.4: For over excavation, hauling spoils off-site and compacted granular fill material at locations where unsuitable soils are encountered at building pad/paved areas.

_____/cubic yard

ALLOWANCES:

The following material cost allowances have been included in the Base Bid and should the following allowance exceed or be less than the cost of selected items, the difference in cost shall be added to, or credited to the Owner's Contract.

Refer to Division 01 Section 012100 - Allowances for description of Allowances.

Allowance No. 1: Include 800 cubic yards of over-excavation, hauling spoils off-site and breaker run aggregate (2" -3") material at locations where unsuitable soils are encountered at the Roadway.

Allowance No.2: Include 1100 square yards of fabric stabilization at roadways.

Allowance No.3: Include 100 cubic yards of over excavation, hauling spoils off-site and compacted granular fill material at locations where unsuitable soils are encountered at the building foundations.

Allowance No.4: Include 700 cubic yards of over excavation, hauling spoils off-site and compacted granular fill material at locations where unsuitable soils are encountered at building pad/paved areas.

Allowance No. 5: Include the sum of \$15,000 for temporary site lighting in front of existing school along Catlin Street.

Allowance No. 6: Include the sum of \$30,000 to accommodate Owner move-in under the Base Bid Schedule to address punch list items prior to final completion.

LIST MAJOR SUBCONTRACTORS/VALUES

1.	EARTHWORK SUBCONTRACTOR	\$
2.	SITE UTILITIES SUBCONTRACTOR	
3.	CONCRETE	\$
4.	MASONRY	\$\$
5.	STEEL FABRICATION	\$\$
6.	ROOFING	\$\$
7.	WINDOWS	\$
8.	PLUMBING	\$
9.	HVAC SUBCONTRACTOR	\$
	a) HVAC CONTROLS SUBCONTRACTOR	
10.	ELECTRICAL SUBCONTRACTOR	\$
	a) TECHNOLOGY SYSTEMS SUBCONTRACTOR	
	b) FIRE ALARM SYSTEM SUBCONTRACTOR	

IF BIDDER IS A FIRM OR PARTNERSHIP, COMPLETE THE FOLLOWING:

Name of Members or Partners	Legal Residence
IF BIDDER IS A CORPORATION, COMPLETE	THE FOLLOWING:
State of Incorporation:	
Name and Title	Legal Residence
President	
Vice President	
Secretary	
Bidders References: Each contractor is to submi	it a list of reference as indicated on AIA A305-1986.
DIRECTI	ON FOR MAILING
Envelopes containing Bids, Guarantees, etc., mu corner as follows:	ust be sealed, marked and addressed in lower left hand
Bid For: School B, Zone 1 Rockford,IL	Address: Rockford Public School District 205 501 7 th Street Rockford, Illinois 61104

Attention: Cannon Design

BID FORM (Clarification 4/21/2017)

BID PROPOSAL CERTIFICATIONS

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I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

- II. Non-Collusive Bidding Certifications: By submission of this bid proposal, the bidder also certifies compliance with the following:
 - Statement of Non-Collusion in Bids and Proposals to Political Subdivision of the State: Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold 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: 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 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.
 - (b) A bid shall not be considered for award nor shall any award be made where (a)(1), (a)(2) and (a)(3) 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 therefore. Where (a)(1), (a)(2) and (a)(3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting completions.

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 subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work of services performed or to be performed or goods sold or not to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature (Authorized)	
- Title	

WAIVER OF IMMUNITY CLAUSE

The bidder hereby agrees to the provisions of the applicable General Municipal Law which requires that upon the refusal of person, when called before a grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director of officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

		Individual	_
		Corporation	
Date	By:		

<u>AFFIRMATIVE ACTION AGREEMENT</u>

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Non-discrimination Clauses:

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- 2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the Contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.
- 3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
- 4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.
- 5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

- 6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.
- 7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of Illinois. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of Illinois.

Title	

END OF BID FORM (Clarification 4/21/2017)