

**ROCKFORD CHARTER SCHOOL ORGANIZATION**  
**Legal Notice**  
**Invitation for Bid**

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Rockford Charter School Organization (hereinafter “RSCO”) will accept sealed bids for all materials and labor for the repair, restoration, and remodeling **of an approximately 11,350 square foot roof** of the Jackson Charter School building, located at 315 Summit Street Rockford, IL 61107. Jackson Charter School is a public school (charter school).

Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage and Monthly Certified Payroll; 2) Insurance Certificate and Endorsement.

**Bids will be received by Dr. Ebony Wrenn at Jackson Charter School, at the above address until 11:00 a.m. (CST) on May 14, 2025. All bids will be publicly opened by Dr. Ebony Wrenn at 12:00 p.m. on May 14, 2025.**

**Written questions regarding the specifications or the bid process may be addressed to Dr. Ebony Wrenn, at the address above,** no less than five (5) business days prior to the scheduled bid opening date. If necessary, clarifications or amendments to the bid documents will be provided through written “bid packet addendums”, which will be provided to all interested bidders who have received or requested a bid packet.

The RSCO Board reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids. RSCO does not discriminate in admission, access to, treatment, or employment in its programs and activities.

Upon selection, Bidders will be expected to work with RSCO’s insurance company for purposes of bid cost reimbursement.

**Submitted by:**

Rockford Charter School Organization (RCSO)  
315 Summit Street  
Rockford, IL 61107

# ROCKFORD CHARTER SCHOOL ORGANIZATION INVITATION TO BID

**Project Name:** Rockford Charter School Organization Roof Repair

## Overview

RCSO will accept sealed bids, as set forth in the specifications and contract documents, for all materials and labor for the repair **of an approximately 11,350 square foot roof** for the Jackson Charter School building, located at 315 Summit Street Rockford, IL 61107. These repairs will exclude the pitched roof of the original building, as well as the roof of maintenance area of the building.

Bidders will be required to demonstrate their capability through references or by means acceptable to RCSO. Further, all submitted bids shall be in compliance with any and all applicable federal, state, and local laws (including any permit requirements required therein) regarding the repair, restoration, and remodeling of the Jackson Charter School roof. This bid is open to all contractors engaged in the services specified herein. RCSO reserves the right to reject any and all bids, or to accept the proposal(s) deemed most advantageous to RCSO. The advertisement will be published for at least 7 days on the Jackson Charter School website.

**Submittal of Bid:** The Bidder's submittal shall include the completed Bid Sheet. RCSO will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

Bids will be addressed to and received by Dr. Ebony Wrenn, Interim Principal of Jackson Charter School, at the above address no later than 11:00 a.m. (CST) on **Wednesday, May 14, 2025**.

Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in **sealed envelopes** carrying the following information: Bidder's name, address, project name and project number of bid as indicated in the specification, and designated date and time of the bid opening. Unless otherwise stated, RCSO will award a proposal or reject a proposal within 60 days of the date of the proposal opening.

No pre-bid meeting will be scheduled. If a site visit is needed, these will be coordinated with Dr. Ebony Wrenn by appointment only at 815-316-0093, Ext. 108.

**RFP Opening:** May 14, 2025, at 12:00 p.m. (CST) by Dr. Ebony Wrenn. The date and time as stated is also the time of the public opening.

**Withdrawal of Bid:** Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

**Contract Documents:** Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "RCSO" shall refer to the Rockford Charter School Organization, and the word "Bidder" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

### **Scope of Services:**

RCSO is seeking bids for the materials and labor for the repair, restoration, and remodeling of the Jackson Charter School roof. The scope of this project **will not** include the pitched roof of the original building, as well as the roof of the maintenance area of the building – those areas can be specifically identified by the Maintenance Manager for the school during a site inspection. The work shall consist of all the furnishings, repairs, and installation of all roofing materials, insulation, fasteners, metal work, and other materials deemed to be a part of the overall system in accordance with the following scope items:

- Full tear off of the two existing roofing layers all the way down to the structural deck with the exception of the pitched roof of the original building as well as the roof of the maintenance area as that work was already completed.
- Install saddles and tapered insulation to ensure efficient water shedding.
- Cut out and repair any rust or problem areas found to prevent leaks.
- Ensure all drains, scuppers, and gutters are clean and properly integrated with new roofing.
- Clean up and haul away debris.

### **Preparation of Bid:**

**Bidders Qualifications:** Bidder must provide a detailed statement regarding the business and technical organization of the Bidder that is available for the work that is contemplated herein. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy RCSO that the Bidder is equipped and prepared to fulfill the contract should the contract be awarded. The competency and responsibility of Bidders and of their proposed subcontractors will be considered in making awards. Further, a Bidder should be able to demonstrate, through previous work experience, that they are familiar with rules and regulations pertaining to the performance of construction work for a public-school building.

RCSO may make such investigations as it deems necessary, and the Bidder shall furnish to RCSO under oath, if so required, all such information and data for this purpose as RCSO may request. A responsible Bidder is one who meets all of the following requirements:

- a) Have adequate financial resources or the ability to secure such resources;
- b) Have the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed contract;
- c) Is able to comply with the required performance schedule or completion date, taking into account all existing commitments;
- d) Has a satisfactory record of performance, integrity, judgment, and skills; and
- e) Is qualified and eligible to receive an award under all applicable laws and regulations.

**References:** Submittals shall include a list of at least Three (3) references of corporate firms, municipal agencies, or public schools, who can attest to the Bidder's ability to fulfill this contract in a competent and expeditious manner. Include names, addresses, phone numbers, and the nature and size of past contracts. RCSO strongly prefers that at least one (1) listed reference be a public school.

**Deviations and Exceptions:** Bidders are advised that they must clearly indicate any and all deviations they intend to take from the detailed specification, as written in the bid document, at the time of bid submittal. All exceptions shall be listed on the *Detail Exception Sheet* included with the bid document. The contractor will be responsible for any work that is not acceptable to RCSO and will be responsible for the correction of the condition within ten (10) days of notification, at no additional cost to RCSO.

### **Bid Review and Basis of Award:**

**Bid Review:** Each bid shall be evaluated to determine whether the proposed product or service complies with the specifications detailed in this document. If this evaluation determines that a bid does not comply with the specifications set forth in this invitation to bid, then that bid shall be eliminated from consideration. RCSO reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of RCSO will be served by such action. Furthermore, RCSO reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the Bid Sheet. RCSO may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to RCSO upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to RCSO or had failed to perform faithfully any previous contract with RCSO.

**Basis of Award:** RCSO will evaluate proposals and will award a contract to any responsive and responsible Bidder whose proposal will be most advantageous to the RCSO. RCSO is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the proposal that is best suited for the purpose intended. RCSO may 1) reject any or all proposals; 2) accept other than the lowest bid; and 3) waive informalities or minor irregularities in proposals received. A “Responsive Bidder” is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. This will include a Bidder’s knowledge of public-school building construction laws, procedures, and processes (including school law requirements and permit requirements). A “Responsible Bidder” is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality. A factor in the determination of who is awarded the bid will be the Bidder’s ability to show that they have previously performed construction work on public school buildings or are knowledgeable of the requirements for performing such work.

**Form of Contract:** The form of contract between RCSO and the Contractor will be a contract which shall be acceptable to RCSO. Said contract will include as exhibits the purchase order referencing the bid specification, these bid documents, and the bid submitted by the Contractor, including all standard terms and conditions set forth herein.

### **STANDARD TERMS AND CONDITIONS:**

The standard terms and conditions listed below shall be made a part of and shall supersede and replace all conflicting language contained in the Contractor’s purchase orders, work order, agreement, or other contract documents, and will take precedence over all other terms and conditions therein, unless otherwise agreed to in writing, and acknowledged by both parties.

Where the terms of any Agreement or Purchase Order contradict or conflict with any local, state, or federal ordinance, statute, or regulation that portion of the agreement shall be construed or rewritten, in a manner in which compliance shall occur. Costs or associated expenses for any changes to due to compliance with this subsection shall be the responsibility of the Contractor.

**Conformance to Scope of Work & Inspections:** The Contractor is expected to conform to the scope of work as set forth in the purchase order/proposal/work order. RCSO shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with the specifications set forth in the scope of work are subject to rejection at the option of RCSO. Any items rejected shall be removed from the premises of RCSO and/or replaced at the entire expense of the Contractor. The Contractor will be responsible, at Contractor's sole expense, for the correction of the condition of any work not acceptable to RCSO. Should the scope of work be altered, the Contractor will be expected to work with RCSO's insurance company and the appropriate building permit office to discuss further remediation options.

**Termination of Contract:** RCSO reserves the right to terminate the whole or any part of the contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the Board of Directors of RCSO.

RCSO further reserves the right to terminate the whole or any part of the contract, upon written notice to the Contractor, in the event of default by the Contractor, in accordance with the standard specifications. Default is defined as failure of the Contractor to perform any of the provisions of the contract, or failure to make sufficient progress so as to endanger performance of the contract in accordance with its terms. In the event of default and termination, RCSO may procure, upon such terms and in such manner as RCSO may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to RCSO that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

The Contractor will agree that pursuant to requirements imposed under Illinois law, if applicable, Rockford Charter School shall have 120 days after each election of board members to terminate this Agreement, without cause and without penalty.

**Taxes:** Rockford Charter School Organization is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

**Freedom of Information Act (FOIA):** RCSO is required by Public Act 96-542 to comply with Freedom of Information Requests (FOIA) within five (5) business days of a record request. All Contractors used by RCSO may be in possession of records covered by this act and therefore will be required to provide RCSO with those records upon request and within the time frame of the Act.

**Change Orders:** After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order ordered and approved by the designated Director(s) and approved by the RCSO Board of Directors.

Public Act 094-0460 (50 ILCS 525/5), if applicable, will require the successful contractor verify any change order request you receive from a subcontractor will not exceed 49% of your original subcontract amount. Any

needed change order that will increase the subcontract by 50% or more will require your opening up that portion of the work to competitive bidding.

**Guarantees and Warranties:** Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of the RFP and the Proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship, and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchase, fabricated, manufactured, and designed or for such other purposes as are expressly specified in this RFP. Bidder further warrants, if installation of product or materials is included in the proposal, that installation shall comply with manufacturer's instructions, or, if none, in accordance with industry best practice. RSCO may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance of delivery shall not relieve the Bidder of its responsibility. All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to RSCO before final payment on the contract is issued. The warranty period shall commence upon final acceptance of product.

**Risk of Loss/Delivery:** Where applicable, all materials shipped to RSCO must be shipped F.O.B. delivered, designated location, Rockford, Illinois, which is further defined as meaning the price submitted in the proposal is the total price to RSCO, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice. If the delivery is made by truck, arrangements must be made in advance by the Bidder, with concurrence by RSCO, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the RSCO between 6:30 a.m. and 7:30 a.m. and between 4:30 p.m. and 5:30 p.m., on weekdays. Should the Contractor need to make arrangements to schedule a delivery during window outside of the specified timeframes above, including on a Saturday, they are directed to contact Dr. Ebony Wrenn at 815-316-0093, Ext. 108, to discuss such delivery arrangements.

**Toxic Substance:** Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet).

**Payment:** The Contractor shall submit with each payment request the Certified Payroll and Contractor's Partial Waiver of Lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit Certified Payroll and partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's Certified Payroll and Final Waiver of Lien which shall be for the full amount of his contract, including any change orders thereto, and Final Waivers of Lien from all subcontractors and suppliers for which Final Waivers of Lien have not previously been submitted. Failure to submit Certified Payroll and Waivers of Lien may result in a delay of invoice payment.

- A. Submission of Invoices – Contractor shall submit invoices directly to the RSCO Fiscal Director as soon as possible after completion of the repair. Invoices shall provide a detailed breakdown of the amount billed, including certified payroll records with the name, title, rate of pay, hours worked, and services rendered by each individual during the period stated. Contractor shall forward a progress report setting forth the rates of completion for all tasks scoped and for all deliverable products. No invoice shall be deemed due unless and until a progress report has been submitted to RSCO and/or RSCO's designee.

- B. Payment by RCSO – Payment shall be made within thirty (30) days of the RCSO and/or RCSO’s designee’s final approval to pay the invoice. No payments shall be made to Contractor unless and until Contractor furnishes a written statement of final waivers and certified payroll which includes the names of all parties furnishing labor and/or materials under this contract and the amounts due or to become due on each. These statements must be made under oath or be verified by affidavit. RCSO shall not issue any payments until certified payroll and waivers of lien have been supplied to RCSO by Contractor.
- C. Payment to Subcontractors – Upon receipt of payments from RCSO, Contractor shall promptly pay each Subcontractor amounts due and owing to said Subcontractor. Contractor shall require in any contract with Subcontractors that each Subcontractor make payments to their Subcontractors, contractors, and suppliers in similar manner.
- D. Final Payment to Contractor – Upon completion of the work and approval by RCSO and/or RCSO’s designee, and upon receipt and approval of all closeout submittals required under the Contract Documents and all final waiver(s) of lien, RCSO will pay the Contractor the final payment within thirty (30) calendar days thereafter. The acceptance by the Contractor of final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract and shall relieve RCSO from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of RCSO relating to or connected with the contract. Any payment, however, final, or otherwise, shall not release the Contractor or his sureties from any obligations under the contract.

**Hold Harmless Agreement (Contractual Liability):** The Bidder agrees to indemnify and save harmless RCSO, including its appointed officials, employees, and agents against any and all claims, loss damage, injury, liability, and court costs and attorneys’ fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise.

**Bonds and Insurance:** Contractor shall be required to provide all performance and completion bonds as required by Federal, State, or Local Law Bonds and shall include, but not are not limited to those required under the Public Construction Bond Act (30 ILCS 550/0.01 et. Seq.)

The Contractor shall maintain and furnish Certificates of Insurance to RSCO, all general liability coverage, automobile liability coverage, and workers’ compensation insurance to the minimum limits set forth below. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by RCSO. All insurance noted below will not be canceled, reduced, or materially changed without providing RCSO thirty (30) days advance notice, via certified mail. Each insurance coverage shall name RCSO as an additional named insured on a primary & non-contributory basis.

All required coverages shall be from a company authorized to do business in Illinois and with at least a rating of “A” or higher with a Best’s financial size category of Class XIV or higher, in the following types and amounts:

- A) Commercial General Liability Coverage \*

- 1) \$1,000,000 Per Occurrence
- 2) \$500,000 Damage to Rented Premises (Each Occurrence)
- 3) \$1,000,000 Personal & Advertising Injury
- 4) \$3,000,000 General Aggregate (\$2,000,000 will suffice)
- 5) \$3,000,000 Products/Completed Operations Aggregate (\$2,000,000 will suffice)

B) Commercial Automobile Liability Coverage \*

(Only needed if operations include using vehicles on RCSO owned property)

- 1) \$1,000,000 Combined Single Limit

C) Workers' Compensation Coverage

(Only needed if Contractor has employees that will be on RCSO premises)

- 1) Statutory limits
- 2) Employers Liability Limits of \$500,000/\$500,000/\$500,000

**Evidence of Insurance:**

The Contractor agrees that with respect to the above required insurance that:

- a) All certificates of insurance shall have Rockford Charter School Organization named as an additional insured and the address for certificate holder must read exactly as:

Rockford Charter School Organization,  
an Illinois Not-for-Profit Corporation and Charter School  
315 Summit Street  
Rockford, IL 61107

- b) Insurance Notices and Certificates of Insurance shall be provided to:

Rockford Charter School Organization,  
an Illinois Not-for-Profit Corporation and Charter School  
315 Summit Street  
Rockford, IL 61107

Any and all deductibles or other forms of retention are the responsibility of the Bidder. All deductibles or other forms of retention are subject to the approval of RCSO. The Bidder will disclose to RCSO in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

The Bidder waives any right of subrogation it may have or later acquire against RCSO.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by RCSO, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

**ADDITIONAL TERMS AND CONDITIONS – CONSTRUCTION PROJECTS:**



## **Definitions of Terms:**

*Contract Time:* The number of working days or calendar days or combination allowed for completion of the contract, including authorized time extensions.

*Contractor:* The individual, firm, partnership, joint venture, or corporation contracting with RCSO for performance of prescribed work

*Bidder:* The individual, firm, partnership, joint venture, or corporation who applies to contract with RCSO for performance of prescribed work.

*RCSO:* The Rockford Charter School Organization.

*Plans:* The approved plans, profiles, typical cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done.

*Specifications:* The body of directions, provisions, and requirements contained herein, or in any supplement adopted by RCSO, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the work, the quantities, and the quality of materials to be furnished under the contract.

*Subcontractor:* An individual, firm, partnership, or corporation who, with the written consent of RCSO and/or RCSO's designee, assumes obligation for performing specified work.

*Work:* Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the contract. RCSO and/or RCSO's designee will have exclusive authority to determine the intent and remaining of the usage of this term wherever it appears in the contract.

**Intent:** It is the intent of these specifications that the RCSO will procure all specified products of first-class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by the Statutes and Regulations of the State of Illinois, applicable Federal Statutes and Regulations, and policies of RCSO.

**Examination of Premises, Measurements, and Elevations:** The Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify RCSO, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. To the extent applicable, the Contractor must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities. RCSO will not accept any liability or pay any additional costs in the event any unknown utilities are uncovered which may result in the redesign, delay, or need for additional equipment on the job site.

No claim whatsoever will be allowed to any contract for changes, extra work, or material, not included in the Bidder's original bid, or for a greater amount of money than the contract states is to be paid, for any reason, including, but not limited to subsurface or latent physical conditions, or unknown physical conditions at the site. The Bidder is responsible for making a full examination of the site of the proposed work, and bid documents, specifications, general conditions, plans, special provisions, and contract forms before submitting their bid. The Bidder is responsible for fully informing themselves as to the quality and quantity of materials required, and the character of the work to be performed. Should, after inspection, the scope of the bid work be increased and or the cost expectation increases, Bidder is responsible for coordinating such increases with RCSO's insurance carrier.

**Additional Changes.** Additional compensation for any labor or materials not clearly covered in the base bid will be allowed only when prior approval for such work is granted. Failure to receive such approval, in writing, shall indemnify RCSO from any costs associated with such request.

**Licensing:** The Contractor and their subcontractor(s) shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract prior to the start of any work.

**Building Permits:** The Contractor shall obtain all required building permits prior to the start of any work. These permits may include City permits or permits required through the Regional Office of Education for Boone-Winnebago Counties.

**Performance Security:** The Contractor shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to RCSO prior to the start of any work. Each of the bonds shall be in the sum of 120% of the contract amount (may NOT be a copy or facsimile). The performance bond shall: 1) serve as security for faithful performance of the work; and 2) guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work. The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the Contractor. For contract awards that are less than \$100,000.00, a Letter of Credit, in a form suitable to RCSO, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment Bond.

**Failure to Execute:** Failure to execute the contract shall, at the option of RCSO, constitute a breach of the agreement made by acceptance of the bid, and RCSO shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified, and an award may be made to the next lowest responsive and responsible Bidder approved by RCSO.

**Waiver of Lien:** Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to RCSO approving final payment.

**Cleanup of Jobsite.** The Contractor shall be responsible for maintaining all work areas in a neat and orderly manner. All ground areas shall be clean, neat, and orderly at the end of each day's work. All roof top areas shall be clean, and materials properly stored at the end of each day's work. All waste receptacles shall be emptied at the end of each day's work, or properly secured so that entry to such container is restricted. Further,

removal of all drippage of bitumen or adhesives from walls, windows, floors, and finished surfaces shall be the contractor's responsibility.

**Notification of Work:** The Contractor shall notify RCSO 48 hours prior to commencement of work and 24 hours prior to each inspection at 815-316-0093, Ext. 108.

**Removal and Replacement:** All removal and replacement items will be marked and measured for payment prior to removal by the Contractor. Any removal beyond these lines will be replaced to the satisfaction of RCSO and/or RCSO's designee with no additional compensation.

**Business/Resident Notification:** The Contractor shall not close any street or private driveway without the consent of the RCSO and/or RCSO's designee and the proper notification of the affected business/resident.

**Access to Work Areas.** The contractor shall permit only authorized personnel into the work areas including, but not limited to, the actual roof area. The foreman shall accept responsibility for identifying all persons seeking access to work areas and secure all such areas from non-authorized personnel. As directed, the foreman shall allow access to the work areas only to representatives approved by RCSO. It is suggested that notification of this limited access policy be placed in a visible location so that enforcement of the policy is uniform.

**Delivery of Materials.** The delivery, storage, and protection of all materials shall be the responsibility of the contractor. All materials shall be new and free from defects with the manufacturer's label secure and legible. All materials shall be stored with as much precaution as possible against weather, vandalism, and theft. All roll goods should be stored on end and pallets should not be stacked. All rooftop storage should include the proper "loading" of materials to avoid any concentration of structure loading. When such materials are purchased directly by the contractor for said project, it shall be their obligation to replace all damaged or missing materials.

#### **ADDITIONAL TERMS AND CONDITIONS; SCOPE – PROJECT SPECIFIC**

**Scope of Work:** This bid will be for the repair of identified areas of the RCSO school building's roof in accordance with the attached specifications. This roof shall consist of all the furnishings, repairs, and installation of all roofing materials, insulation, fasteners, metal work, and other materials deemed to be a part of the overall system as specified in the accompanying drawings, documents, and building specifications.

Work shall be completed in full accordance with these documents, except by prior written consent of RCSO. All drawings necessary for the completion of the described roof area are contained within these documents.

**Performance of Services:** The Contractor shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of RCSO.

All workers shall be thoroughly experienced in the particular class of work in which they are employed. RCSO reserves the right to dismiss any workers who do not have available the skill(s) necessary to properly complete any job they are so assigned.

It is the contractor's responsibility to have fully examined all factors relevant to the successful completion of the specified work. Further, the contractor shall inform RCSO of any omissions, conflicts, discrepancies, or other problems external to these documents. The superintendent or foreman shall be on the jobsite at all times during working hours and in charge of all work. The superintendent or foreman shall enforce strict discipline among all workers in his charge.

The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. **RCSO is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.**

**Project Completion.** The Contractor shall be prepared to commence work within fifteen (15) days after the award of contract, or as soon as weather conditions permit, unless otherwise specified by RCSO, and shall be completed no later than three months from the date with which construction commences. Failure to begin the project in an expeditious manner may result in the cancellation of this contract. The vendor shall advise RCSO in writing three (3) working days prior to the start date. Should the vendor be unable to meet the scheduled start date, RCSO reserves the right to cancel all pending contracts with said vendor.

**Contact.** All questions regarding these specifications should be directed to Dr. Ebony Wrenn at 815-316-0093 ext. 108.

**Preconstruction Meeting.** A preconstruction meeting will be conducted prior to the start of the project. The meeting shall be attended by the Contractor, a representative of RCSO, and the contractor's designated foreman. The condition of the building and grounds areas shall be recorded, and the contractor shall be responsible for the correction and/or repair of any damage to the facilities resulting from the related project.

#### **Requirements for Jobsite.**

1. RCSO will allow for use of sanitary facilities and drinking water use in a manner prescribed by Dr. Ebony Wrenn. The Contractor and its employees will only have access to designated areas of the school building and must not deviate from those approved locations.
2. Prior to entering the school building, the Contractor and their employees will be subject to a temperature screening in accordance with school policy. Further the Contractor and their employees shall be required to wear masks while on the jobsite. Should the Contractor wish to discuss these requirements, they are directed to speak with Dr. Ebony Wrenn at 815-316-0093, Ext. 108.
3. Absolutely no alcoholic beverages or drugs of any nature (except certain approved prescription medications) will be allowed on RCSO property at any time.
4. Any worker using abusive language or presenting an offensive appearance shall not be allowed to remain on the property after such discovery.
5. Radios and/or other sound devices will not be allowed on the job site without the consent of RCSO.
6. The contractor will confine all equipment and storage of materials to areas which will allow RCSO to maintain normal traffic and shall not unreasonably encumber the premises.

7. Failure to adhere to these expectations may result in termination of the Agreement and/or the expulsion of offending employees from RCSO premises.
8. All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State, and Local laws and RCSO policies while on RCSO premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of RCSO. Any employee whose conduct is judged unfit by RCSO shall not be permitted to work on the project.
9. Contractor employees accessing school grounds are required to have in their possession identification issued by RCSO. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the workday, plastic or hard cover identification, if provided, must be returned to the schools. Contractor warrants that it shall immediately notify RCSO if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

**Project Acceptance Procedures:** A final inspection will be conducted by the Contractor and a representative of RCSO. Such inspection shall be conducted immediately after notification of completion by the Contractor. All items noted during the final inspection shall be completed within seven (7) working days from the date of inspection. Working days are considered to be regular business days, excluding all holidays, Saturday, and Sunday.

All final pay item quantities shall be agreed upon between RCSO and/or RCSO's designee and the Contractor, and a final invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by the RCSO Board of Directors shall constitute acceptance of the project by RCSO, and written notice of such action shall be given to the Contractor. The date of approval of the final pay estimate shall be the Date of Acceptance and shall also be the date of the Start of Guarantee.

**General Guarantee; Warranty:** In addition to Manufacturer's material warranty, Contractor shall provide a one (1) year warranty on installation of roof. Further, Contractor warrants to RCSO that all materials and equipment furnished under this contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to final completion, Contractor shall deliver to RCSO and/or RCSO's designee all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the work shall begin on the date of Substantial Completion.

Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in work and any resulting damage to work at its own expense. Contractor shall be liable for correction of all damage resulting from defective work. If Contractor fails to remedy any defects or damage, RCSO may correct the defective work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor.

Contractor warrants that the work shall be done in a workman like manner in strict accordance with the Contract Documents and guarantees that the labor, material, and equipment will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

## **COMPLIANCE WITH STATE AND FEDERAL LAW; LABOR STANDARDS; PREVAILING WAGE REQUIREMENTS**

Contractor warrants that it will comply with any and all applicable federal, state, and local laws, ordinances statutes, rules and regulations which may include, but are not limited to the following statutes set forth below. Costs or associated expenses for any changes to contracts due to compliance with this subsection shall be the responsibility of the Contractor. Contractor is responsible for identifying which laws are applicable to a particular bid, considering that the Bid is being conducted by a public school.

### **Public Works Contract Change Order Act.**

Contractor acknowledges that it has reviewed the Public Works Contract Change Order Act (50 ILCS 525/5 et seq.) and understands that this agreement shall be subject to the provisions therein. Should a change order, or a series of change orders, which would constitute an increase of more than 50% of the original contract price, or otherwise trigger the requirements of the Change Public Works Contract Change Order Act, be required, such Change Order or series of Change Orders, shall be let out for bid as required by statute and Ordinance, and shall be excluded from the purview and scope of this Agreement.

### **Substance Abuse Prevention on Public Works Projects Act.**

Contractor acknowledges that it has reviewed the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) and that it will prohibit employees, contractors, subcontractors, and sub-subcontractors from using, possessing, distributing, delivering, or being under the influence of a drug, or use of be under the influence of alcohol, while performing work on a public works project.

Contractor further warrants that it has in place a written program for in place for the prevention of substance abuse by its employees, contractors, subcontractors, or subcontractors, and that a copy of the written program for the prevention of substance abuse shall be filed with RCSO, pursuant to the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.), before commencement of work on the Project shall begin.

### **Criminal History Records Checks.**

To comply with 105 ILCS 5/10-21.9(f) and agree to: a) not allow any of its employees to have direct, daily contact with one or more students if the employee was found guilty of any offense listed in 105 ILCS 5/10-21.9(c) or 5/21B-80(c); b) prohibit any of its employees from having direct, daily contact with one or more students in the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; c) require each of its employees who will have direct, daily contact with one or more students(2) to cooperate during RCSO's fingerprint-based criminal history records check on him or her; and d) reimburse RCSO for the cost of the fingerprint-based criminal history records check that the RCSO obtains on each employee of the Contractor who will have direct, daily contact with a student(s).

### **Physical Fitness and Professional Growth.**

To comply with 105 ILCS 5/24-5 and agrees to: a) concerning each employee who will have direct, daily contact with one or more student(s), to provide RCSO with evidence of physical fitness to perform the duties assigned and freedom from communicable disease and b) to require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examination as required by RCSO and be subject to additional health examinations, including tuberculosis screening, as required by the Illinois Department of Public Health rules or order of a local health official.

**Public Construction Bond Act.**

Contractors are required to provide all performance and completion bonds as required by State Statute and Local Ordinance. Bonds required may include, but are not limited to those required under the Public Construction Bond Act (30 ILCS 550/0.01 et. Seq.)

Contractor warrants and acknowledges that it has reviewed the Public Construction Bond Act (30 ILCS 550/0.01 et seq.) and shall furnish to RCSO Bonds that contain terms in compliance therewith.

**Patriot Act Compliance: Executive Order 13224 and Anti-Money Laundering.**

The Contractor represents and warrants to RCSO that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to RCSO that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

The Contractor hereby agrees to defend, indemnify, and hold harmless RCSO, the RCSO Corporate Authorities, and all RCSO appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**Prevailing Wage Act.**

The contractor acknowledges that it has reviewed the Illinois Prevailing Wage Act, has reviewed and agrees to pay the applicable prevailing wage rates, as applicable, and which are in effect during project duration, and will strictly comply with the Illinois Prevailing Wage Act and related requirements, including subcontractor requirements.

Not less than the Prevailing Wages as found by the Department of Labor or determined by the court on review shall be paid to laborers, workmen, and mechanics performing work under this contract. *Current standards are available on the Illinois Department of Labor web site at [www.state.il.us/agency/idol/](http://www.state.il.us/agency/idol/)* (Illinois Prevailing Wage Act - 820 ILCS 130/). Contractors are responsible for paying prevailing wage, when required, based on the most current IDOL standards, throughout the term of the contract.

Public Act 095-0635 amends the Prevailing Wage Act and requires the successful contractor, before work commences, to file with the Public Body certification that they have a substance-abuse program and provide drug testing. All contractor's bonds and subcontractor's bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by this bid specification or contract.

The Contractor shall be responsible for keeping, collecting, and submitting copies to RCSO, all records and documentation, including, but not limited to, the certified payroll contemplated under the Act, which are required, or may be required, under the Illinois Prevailing Wage Act (820 ILCS 130/0.01, et seq.), including that documentation which is required from subcontractors and sub-subcontractors. Such documents shall be submitted to the attention of the RCSO Finance Director, at 315 Summit Street, Rockford, IL 61107. The Contractor further agrees to cooperate with RCSO in responding to any request by the Illinois Department of



Labor, or other authorized agency or governmental or quasi-governmental unit of the State of Illinois in providing documentation of compliance with the Illinois Prevailing Wage Act. Failure of the bidder to submit certified payrolls may delay progress payments and future payments. Neither the Contractor nor any firm, partnership, or association in which they have a substantial interest may be designated as an ineligible contractor by the Department of Labor pursuant to 820 ILCS130/11a.

### **OSHA Requirements**

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when RCSO must hire entities and individuals (contractors) to perform services. To this end, contractors hired by RCSO must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

### **Sexual Harassment**

The Contractor certifies that they have complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

### **No Smoking/No Tobacco**

RCSO is a smoke free campus. Bidder agrees that it and its employees will abide by RCSO's no smoking/no tobacco use policy (including snuff, electronic cigarettes, and e-vapor products) at all times while on RCSO property.

### **Illinois Drug Free Workplace Act**

The Contractor represents and certifies that it will provide a drug free workplace by complying with the Illinois Drug Free Workplace Act (30 ILCS 580) and agrees to comply with the notification mandates and other requirements in the Illinois Drug Free Workplace Act. For purposes of this document, "Contractor" is defined in the Illinois Drug Free Workplace Act as "a corporation, partnership, or other entity with 25 or more employees at the time of letting the contract, or a department, division, or unit thereof directly responsible for the specific performance under a contract of \$5,000 or more."

I the undersigned certify that I have examined and carefully reviewed the above legal requirements and I further understand which laws I must comply with. I further certify that upon submission of this bid, I have the full authority to ensure compliance with any and all applicable legal requirements and that I shall ensure such requirements are upheld during the course of my work should I be selected as Contractor for this project.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

Title \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

**1. That** it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

**2. That,** if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

**3. That,** in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

**4. That** it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

**5. That** it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

**6. That** it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

**7. That** it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with

the State of Illinois or any of its political subdivisions or municipal corporations.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit, cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against RCSO or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Name and Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

### **STATEMENT OF BIDDER'S QUALIFICATIONS**

All bidders must fully disclose the following information in a clear and comprehensive manner. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires:

1. Name of bidder.
2. Permanent main office address.
3. Date organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the construction business under your present firm or trade name?
6. Itemize contracts currently in hand by client, term, and amounts.
7. General character of work performed by your company:
8. Have you ever failed to complete any work awarded to you.
9. Have you ever defaulted on a contract? Yes \_\_\_\_\_ No \_\_\_\_\_
10. Provide a complete listing of any past (last ten years) or pending litigation against the company and/or any of its principals involving the actual or alleged failure to meet contractual obligations to provide landscaping services.

12. Experience in work similar in importance to contract being offered by RCSO.
13. Background and experience of the members of your organization, including principal owners and officers.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by RCSO to verify your capability to provide roofing required by the specifications, contract documents and/or alternative bids?

YES \_\_\_\_\_ NO \_\_\_\_\_

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any other information requested by RCSO in the verification the recitals comprising this statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires on \_\_\_\_\_.

## **CERTIFICATE OF BENEFICIAL INTEREST**

**The following individuals have a beneficial interest of more than 7.5% in the bidding enterprise:**

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

**If a Corporation, the following individuals are the Officers and Directors:**

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

Name:  
Address:  
Position/Title:

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_being duly sworn deposes and says that he is \_\_\_\_\_of \_\_\_\_\_ and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires on \_\_\_\_\_.

### **BID SHEET**

The undersigned, having examined the specifications and all conditions affecting the specified project, including full and detailed examination of the current facility, the site itself, and the conditions located therein, offer to furnish all services, labor, and incidentals specified for the price below. (Including all attachments to the bid document)

The contractor certifies that they have visited the sites of the proposed work, before bidding, to thoroughly familiarize them self with all existing conditions under which the work is to be done and acquaint them self with any conditions which may affect the work. Failure to take this precaution will not relieve the contractor from any obligations to comply strictly and fully with the terms of the contract and no allowance will be made for the failure of the contractor to correctly estimate his time, material and bid price.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65 ILCS 5/11-42.1-1)

It is understood that RCSO reserves the right to reject any and all bids and to waive any irregularities when, in its opinion, the best interest of RCSO will be served by such action.

No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to RCSO upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to RCSO, or had failed to perform faithfully any previous contract with RCSO.

**Bidding Company Name:** \_\_\_\_\_

I (We) propose to complete the following project as more fully described in the specifications for the following:

### **BID AMOUNT**

<b>Project Bid (required)</b>	<b>Total Cost</b>
<b>Materials &amp; Installation/Repair of RCSO Roof – Standard Roofing</b>	\$

**EXCEPTIONS:** Any exceptions must be clearly noted below. Failure to do so may be reason for rejection of the bid. It is not our intention to prohibit any potential Bidder from bidding by virtue of the specifications, but to describe the material and services actually required. RCSO reserves the right to accept or reject any or all exceptions.

Bidders exceptions are (if none, please state as such):

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Number of Bid Packet Addendums Received: \_\_\_\_\_

I the undersigned certify that I have examined and carefully prepared this from the above specifications (including all attached drawings and exhibits) and have checked the same in detail before submitting this proposal, that I have only incorporated the specified requirements in my bid, that I have completed submitted all required data, and that I have full authority to make such statements and submit this proposal on bidders behalf and that said statements are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature \_\_\_\_\_

Title \_\_\_\_\_



***REFERENCES***

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve-twenty-four (12-24) months (Only correct contact names and phone numbers will be acceptable). RCSI strongly prefers that at least one (1) public school be listed as a reference.

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

---

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY  
YOUR BID MUST BE AN ORIGINAL SIGNATURE**

**CERTIFICATIONS**

Vendor certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. \_\_\_\_\_ Yes \_\_\_\_\_ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

_____ Individual	_____ Real Estate Agent
_____ Sole Proprietorship	_____ Government Entity
_____ *Partnership	_____ Tax Exempt Organization
_____ **Corporation	_____ (IRC 501(a) only)
_____ Not-for-Profit Corporation	_____ Trust or Estate
_____ Medical and Health Care	
_____ Services Provider Corporation	

\*State full names, titles and addresses of all responsible principles and/or partners below;

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

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