

Summary

Rockton School District #140 requests proposals from companies to provide Parking Lot Crack Filling, Seal Coating and Striping as noted herein.

Date Issued:	February 3, 2021
Service Requested:	Parking Lot Crack Filling, Seal Coating and Striping
RFP Closing Date/Time:	March 9th, 2021 9:00 AM CT
RFP Contact:	Tim Ehlers, Director of Facilities and Grounds ehlers@rockton140.org (815)-624-1236

Proposals must be sealed and delivered to the attention of Tim Ehlers, Director of Facilities, Rockton School District #140, 1050 E. Union St. Rockton, IL 60072 on or before **March 9, 2021 9:00A.M.CST.**

All late proposals will be rejected.

All proposals must be signed by a duly authorized representative of the firm.

All unsigned proposals will be automatically rejected.

SPECIAL NOTE: This Request for Proposal (RFP) does not obligate Rockton School District (RSD) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. RSD reserves the right to reject a proposal if required information is not provided or is not organized as directed. RSD also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on RSD's website, www.rockton140.com. For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

Rockton School District administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board at the March 17, 2021 board meeting.

We appreciate your interest in Rockton School District and look forward to your response.

REQUEST FOR PROPOSAL

Parking Lot Crack Filling, Seal Coating and Striping Rockton Grade & Whitman Post School

**Crack Filling
Stephen Mack Middle School
11810 Old River Rd.
Rockton, IL 61072**

Issue Date: February 3, 2021

RFP Response Deadline: March 9, 2021 9:00 AM CST

**Rockton School District #140
1050 E. Union St.
Rockton, Illinois 61072
Telephone: (815) 624-7143**

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1.0 GENERAL REQUIREMENTS

- 1.1 Introduction:** Rockton School District (hereinafter "RSD") is inviting responsible Vendors (hereinafter "Bidder" or "Contractor") to submit proposals for **Parking Lot Crack Filling, Seal Coating, Patching and Striping** as noted herein. A more complete description of the supplies and/or services sought is provided in the "Bid Specifications". If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor's risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the vendor to contest a decision or understanding with RSD.

- 1.2 Contact Information:** The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Tim Ehlers
Director of Facilities
Rockton School District #140
1050 E. Union St.
Rockton, IL 61072
Email: ehlers@rockton140.org

- 1.3 Contract Terms:** The successful Contractor agrees to execute a formal written contract with Rockton School District subject to any modifications as may be required by RSD. Bids shall identify the individuals having authority to contractually bind the Contractor. It shall also name the person to be contacted both during the period of evaluation of bids and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual.
- 1.4 Minimum Bidder Qualifications:** The following minimum qualifications must be met by each bidder:
- The Bidder shall have had a minimum of three (3) years, previous experience and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.
- 1.5 Inspection of Premises:** Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to RSD, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

1.6 Key Event Dates:

Rockton School District Issues Bid	February 3, 2021
Pre-Bid Meeting - Optional Stephen Mack Middle School 1050 E Union St. Rockton IL 61072	February 23, 2021 11:00 AM
Bid Opening Date Stephen Mack Middle School 1050 E Union St. Rockton IL 61072	March 9, 2021 9:00 AM
Recommendation to Board of Trustees	March 17, 2021
Notification of Award	March 18, 2021

2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Facilities via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Facilities. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 Interpretation or Representations.** RSD assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 RFP Questions and Clarifications:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.
- 2.5 Addendum:** The only method by which any requirement of this solicitation may be modified is by written addendum. RSD is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to RSD's website. The addendum shall be acknowledged by signature and included in your bid submission.
- 2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The District is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- 2.7 Cancellation of RFP:** If the Director of Facilities determines that it is in RSD's best interest, he/she reserves the right to do any of the following
- Cancel this RFP
 - Modify this RFP in writing as needed
 - Reject any or all proposals received in bid to this RFP.

- 2.8 Accuracy/ Withdrawal of Proposals Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Facilities of Rockton School District.
- 2.9 Taxes:** RSD is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, RSD will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, RSD's Tax Exemption Certificate will be furnished.
- 2.10 Evaluation:** In evaluating the bids submitted, RSD will apply the "Best Value" standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or "best value" to RSD, in the sole judgment of RSD. The selection process will include, but not be limited to, the following considerations:
1. The quality and range of products and services the firm proposes to provide.
 2. The ability to provide product and service in an expedient and efficient manner.
 3. The firm's overall experience, reputation, expertise, stability, and financial responsibility.
 4. The experience and qualifications of the staff that will be assigned to service RSD's account.
 5. The provider's ability to assist RSD in meeting the overall goals of bid.
 6. The bidder's past relationship with RSD, if any.
 7. Any other relevant factor that a business entity would consider in selecting a vendor.
- 2.11 Award of Contract:** RSD reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the District. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The successful bidder will be notified within three business days by e-mail or telephone of their award of contract following the Board meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from RSD. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations.

3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. RSD reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

3.1 Packaging of Response: Please submit (1) original and (1) hard copies of the bid. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:

- Bidder's complete name and address
- Bid Due Date and Time
- Bid for Parking Lot Crack Filling, Seal Coating and Striping
- Sealed Bid

3.2 Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

3.3 Bidder's Signature. The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude RSD from obtaining the best possible supply or service.

3.4 Submit Bids To:

Rockton School District
Attn: Tim Ehlers
Director of Facilities
1050 E. Union St.
Rockton, IL 61072

1.1 3.6 Bid Opening:

A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: 3-9-2021
2. Bid Time: 9:00 a.m., local time.
3. Location: 1050 E Union St. Rockton, IL 61072. (District Office)

All bids become the property of RSD and will not be returned except in the case of a late bid.

3.7 Responders' Costs: The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to RSD.

4.0 GENERAL TERMS AND CONDITIONS

- 4.1 **Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- 4.2 **Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Facilities.
- 4.3 **Right to Cancel:** RSD may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should RSD exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- 4.4 **Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While RSD will endeavor to maintain all submitted information deemed proprietary within RSD, RSD will not be liable for the release of such information.
- 4.5 **Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of RSD.
- 4.6 **Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on RSD's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming Rockton School District as additional insured.
- 4.7 **Performance and Payment Bond:** For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.
- 4.8 **Prevailing Wage Law:** This law is in effect.
- 4.9 **Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
- 4.10 **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment

(utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.

- 4.11 Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. Rockton School District reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
- 4.12 Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of Rockton School District, including shipping and billing instructions. Rockton School District is responsible for all payments.
- 4.13 Indemnification:** The Contractor shall protect, indemnify and hold RSD harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- 4.14 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.
- 4.15 Compliance with Law:** Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.
- 4.16 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
- 4.17 Terms of Payment:** RSD operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will RSD agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

5.0 BID SPECIFICATIONS

SCOPE

The contractor shall furnish all labor, materials, services, tools, equipment and incidentals required to complete paving projects in scheduled areas as defined. In regards to stenciling and numbering, the contractor must provide needed stencils; however the fonts for numbers or symbols can be standardized and do not need to match existing font styles. The standardized font size is to be determined. Contractor is responsible for taking "before" pictures to preserve an image of the required painting. Drawings and pictures be provided by the district. Any unforeseen changes the district requires that increase the scope of the striping or stenciling will be paid on a T&M basis.

TIME FRAME FOR WORK TO BE COMPLETED: JUNE 8, 2021 – July 23, 2021

Rockton Grade & Whitman Post Elementary Schools 1050/1060 Union St.

- Work to include (see exhibits 1-6)
 - Sealcoating, crack filling and striping of parking lots, playgrounds, walking paths & basketball courts as indicated on exhibits 1-6

Stephen Mack Middle School 11810 Old River Road

- Work to include
 - Crack filling lower parking lot as indicated on exhibit 7

1. CRACK FILL SPECIFICATIONS

- Route existing cracks greater than 1/4" to a width and depth of 1/2"
- Routing equipment will have the ability to cut flat vertical faces on each side of crack wall.
- Cracks will be filled with hot rubberized crack sealant, which shall meet or exceed federal specifications of AASHTO M 173 and ASTM D 3405.
- Filled cracks will be relieved of excess sealant, which extends approximately 1" on each side of the filled crack.
- Apply coat of silica sand or black slag to crack filler as necessary in traffic areas.
- To assure adhesion, cracks shall be dry and clean of all foreign debris, loose dirt and vegetation prior to applying crack sealant.
- The area shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

2. SEAL COAT (ASPHALT BASED EMULSION) SPECIFICATIONS **SURFACE PREPARATION**

Prior to placing the slurry sealing mixture, unsatisfactory areas shall be repaired and the surface of the pavement shall be clean and free from any vegetation, dust, dirt, or other loose, foreign matter, grease, oil, or any type of objectionable surface film. The pavement shall be swept with hand brooms or power sweepers or cleaned with pressure streams of water; provided however that flushing with pressure streams of water shall not be

permitted in areas having significant amounts of surface cracking. Grates, manholes, tie downs, or other such appurtenances shall be protected from the surfacing material.

Areas that have been subjected to fuel or oil spillage shall be wire brushed to remove any dirt accumulations. The area shall then be primed with tack coat to prevent the seal coat from debonding.

3. SEAL COAT APPLICATION

Product:

- I. Pavement Sealer to be used in Gemseal Guardian AE
- II. **NO SUBSTITUTIONS** (see attached spec sheet) Material tickets may be requested by owner to verify the quantity of sealer being applied as well as the quantity of sand and sealer additives used.
- III. **Under no circumstances shall Emulsified Coal Tar be used.**

Application:

- I. Two (2) coats are to be applied
- II. First coat to be squeegeed (by machine or by hand accepted)
- III. Second coat to be sprayed
- IV. Edge Treatment – hand apply edges or use a board to prevent overspray on adjacent sidewalks, curbs or grass.

4. General Requirements

In all circumstances the work to be performed shall be of first class quality by employees skilled in the respective trade and knowledgeable about the product and equipment being used.

All parking lot edges shall be dressed out and all weeds and grass removed from the edges and disposed of.

Where the asphalt abuts concrete curbing or concrete flatwork, special care shall be taken to prevent the asphalt sealer from spraying or being applied to the concrete. Provide a clean and neat application. Any sealer that contacts the concrete surfaces will be removed prior to completion of the job and payment request.

5. WEATHER LIMITATIONS

The slurry sealing treatment shall not be applied when the surface is wet or when the weather is foggy, when rainy or rain threatens, or when there is a forecast of temperatures below 32 degrees Fahrenheit within 24 hours from the time of the placement of the mixture. No mixture

shall be placed unless the ambient temperature is at least 50 degrees Fahrenheit and rising, and the temperature on the pavement surface is at least 50 degrees Fahrenheit.

6. PAINTING (STRIPING)

- Unless otherwise indicated, all re-striping will be for pre-existing painted areas.
- Replicate existing colors and use stencils as needed to match existing numbers, letters, and symbols, arrows, etc. per location.
- 2 coats must be applied

7. PAINT

Paint shall be Waterborne in accordance with the requirements of paragraph 620-2.2 of AC 150-5370- 10A Chg. 12. Paint shall be furnished in Yellow-33538 in accordance with Federal Standard No. 595. Other paints required shall be Blue and White for ADA handicap markings and directional arrows.

8. ENVIRONMENTAL

The Contractor, at their expense, is to obtain all applicable permits and to adhere to all current environmental standard practices and regulations regarding all paint application, paint removal, products, techniques and disposal of project waste materials.

9. WEATHER LIMITATIONS (PAINT)

The painting shall be performed only when the surface is dry and when the surface temperature is at least 45 degrees Fahrenheit (7 degrees Celsius) and rising and the pavement surface temperature is at least 5 degrees Fahrenheit (2.7 degrees Celsius) above the dew point. Painting operations shall be discontinued when the surface temperature exceeds the maximum surface temperatures based on the paint manufacturer's recommendations, and when conditions become excessively windy, dusty, or foggy. The contractor will determine the suitability of the weather.

10. PREPARATION OF SURFACE (PAINT)

Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by sweeping and blowing or by other methods as required to remove all dirt, laitance, and loose materials.

11. MEASUREMENTS

The contractor shall verify all dimensions on site. **The attached facility aerial photos are provided for reference purposes to identify the specific job areas and is provided for reference purposes only.** The contractor is responsible to examine the areas for compliance with requirements for installation and other conditions affecting performance of products per the manufacturer's requirements and specifications. Any conditions that must be altered to properly install proposed system(s) must be addressed with submission of bid in writing.

12. WORKMANSHIP

The installation shall be done by experienced installers and shall be done in accordance with these specifications, the manufacturer's recommendations and in accordance with best accepted trade practices. A competent person shall properly supervise all work. Each bidding contractor shall submit written evidence, acceptable to the School District, of having experience completing installations of similar size and scope.

13. QUALITY ASSURANCE

The installer guarantees that all materials and workmanship are consistent with specifications established in this Bid Document.

Product spec sheets must be submitted with bid for crack fill, seal coat, and striping products to document compliance with specifications established in this Bid Document.

14. WARRANTY

Contractor shall repair or replace any areas treated with non-compliant products and/or failed work identified within one (1) year from the date of substantial completion accepted by owner or manufacturer's warranty period, whichever is greater.

15. INSTALLATION / WASTE DISPOSAL

Installation process shall be in accordance with product manufacturer specifications and best trade practices. Bid includes off site removal and disposal of all generated waste compliant with local, state and federal laws associated with each project.

18 SUBSTITUTIONS

NO SUBSTITUTIONS. Materials, products and equipment indicated or specified in this Bid Document establish a standard of quality which **MUST** be met, therefore, no substitutions of the products defined in this bid will be accepted. No exceptions.

Exhibits are attached for review.

6.0 EXHIBITS

Exhibit 1

All Areas in Gray

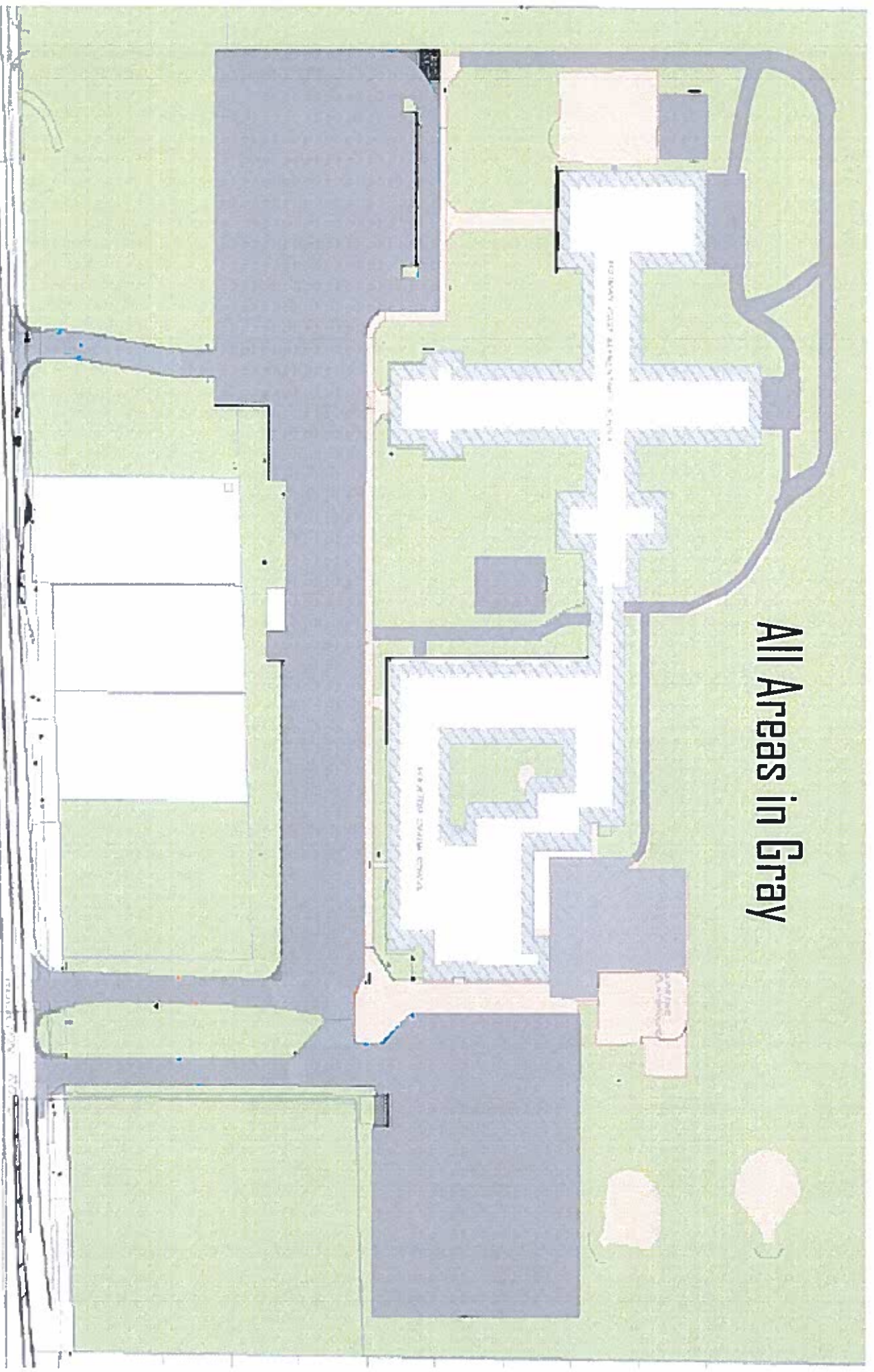
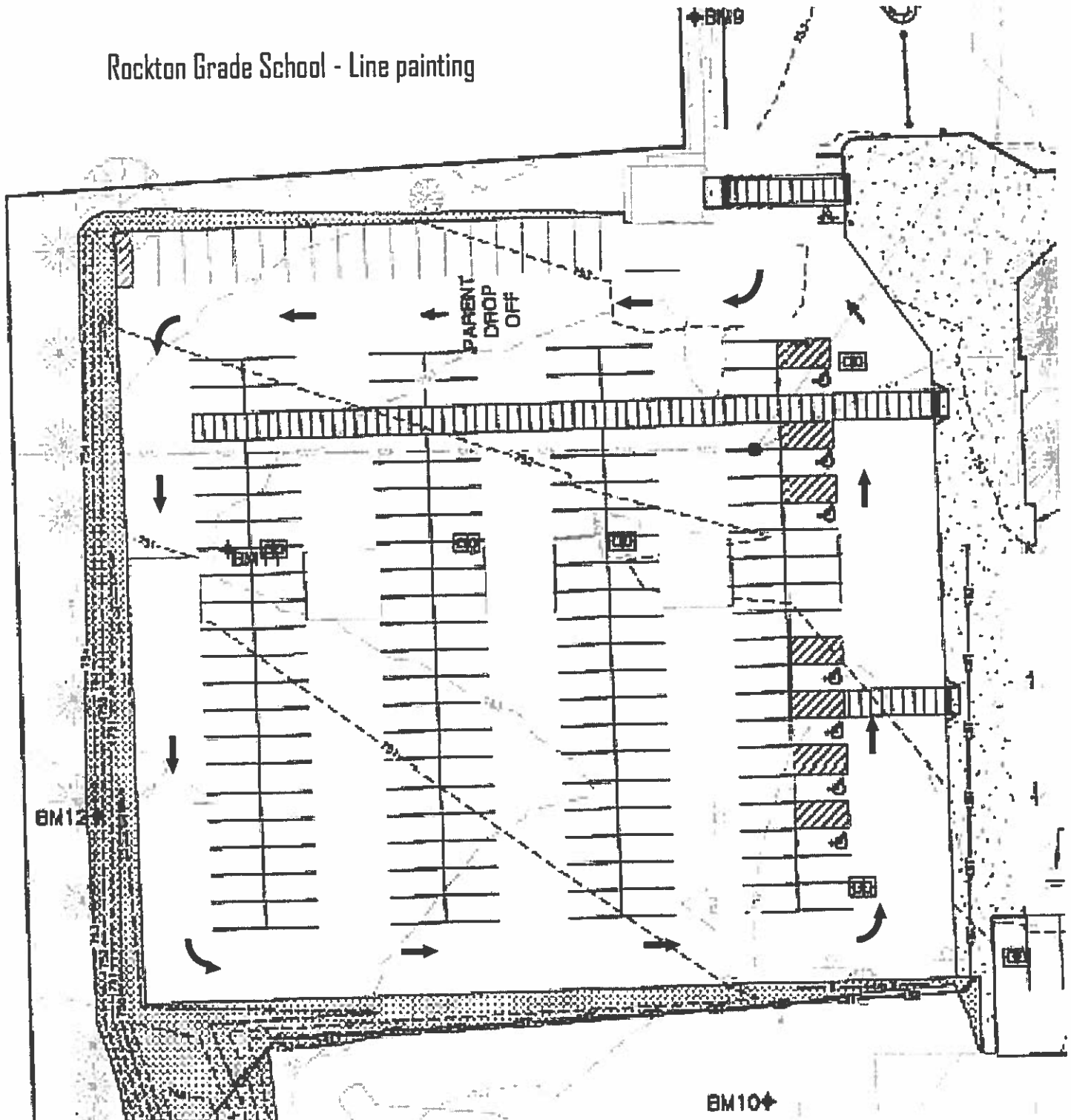


EXHIBIT 2

Rockton Grade School - Line painting



North Parking - Line Painting

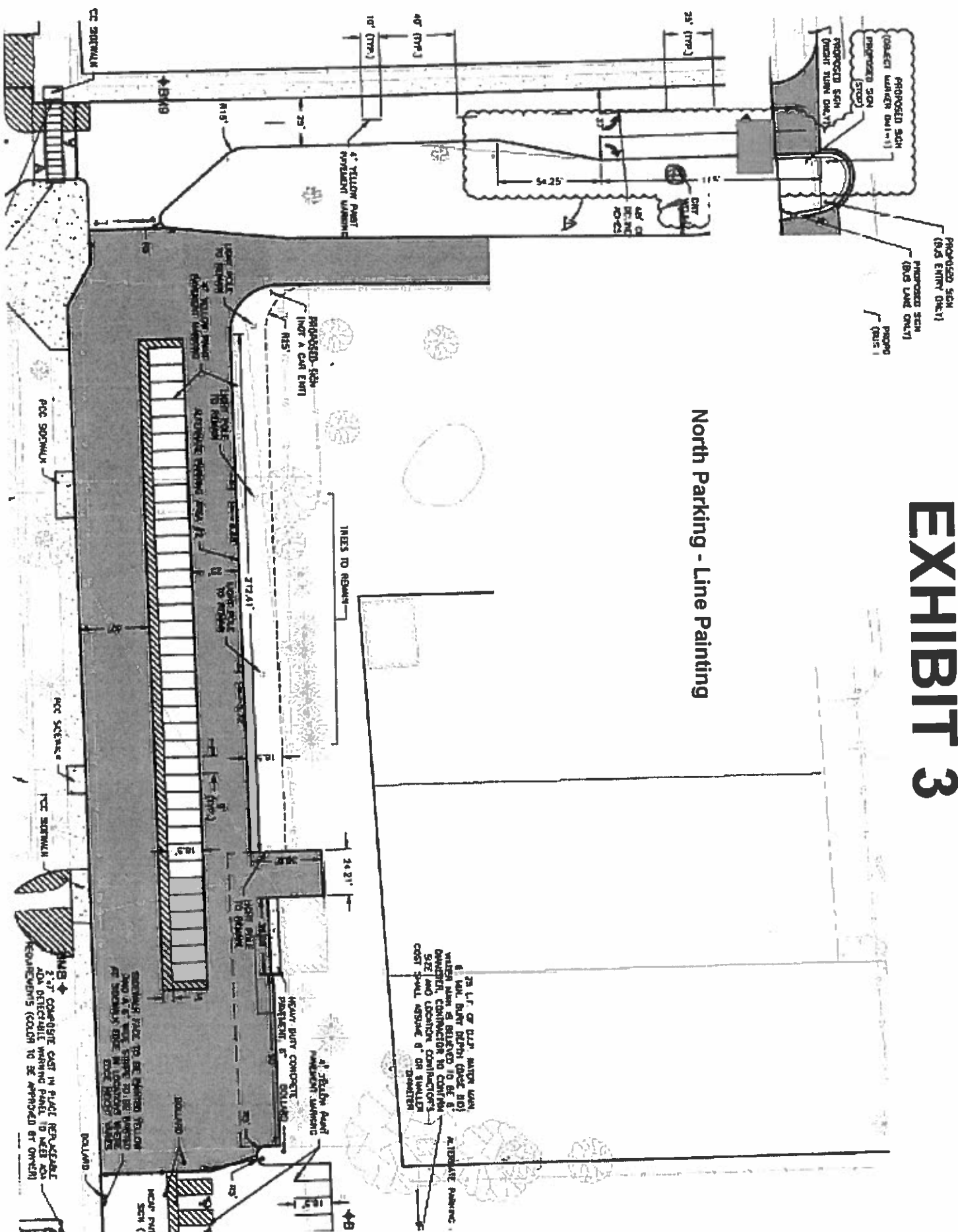


EXHIBIT 4

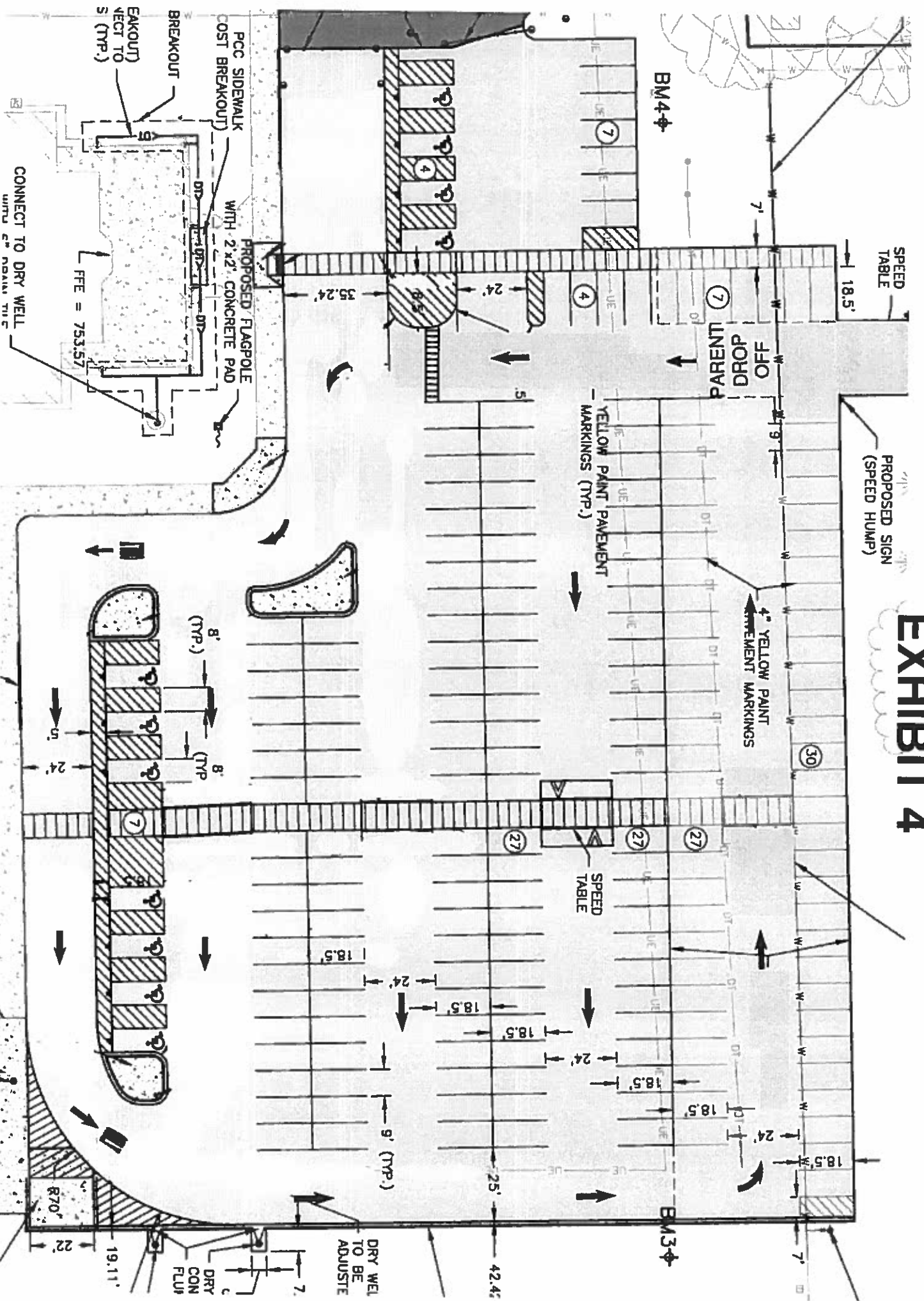
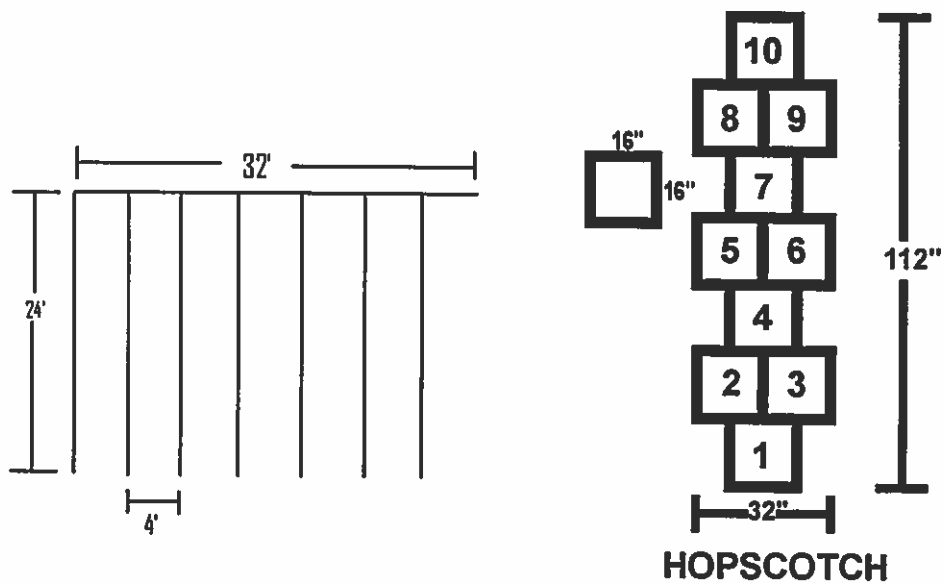
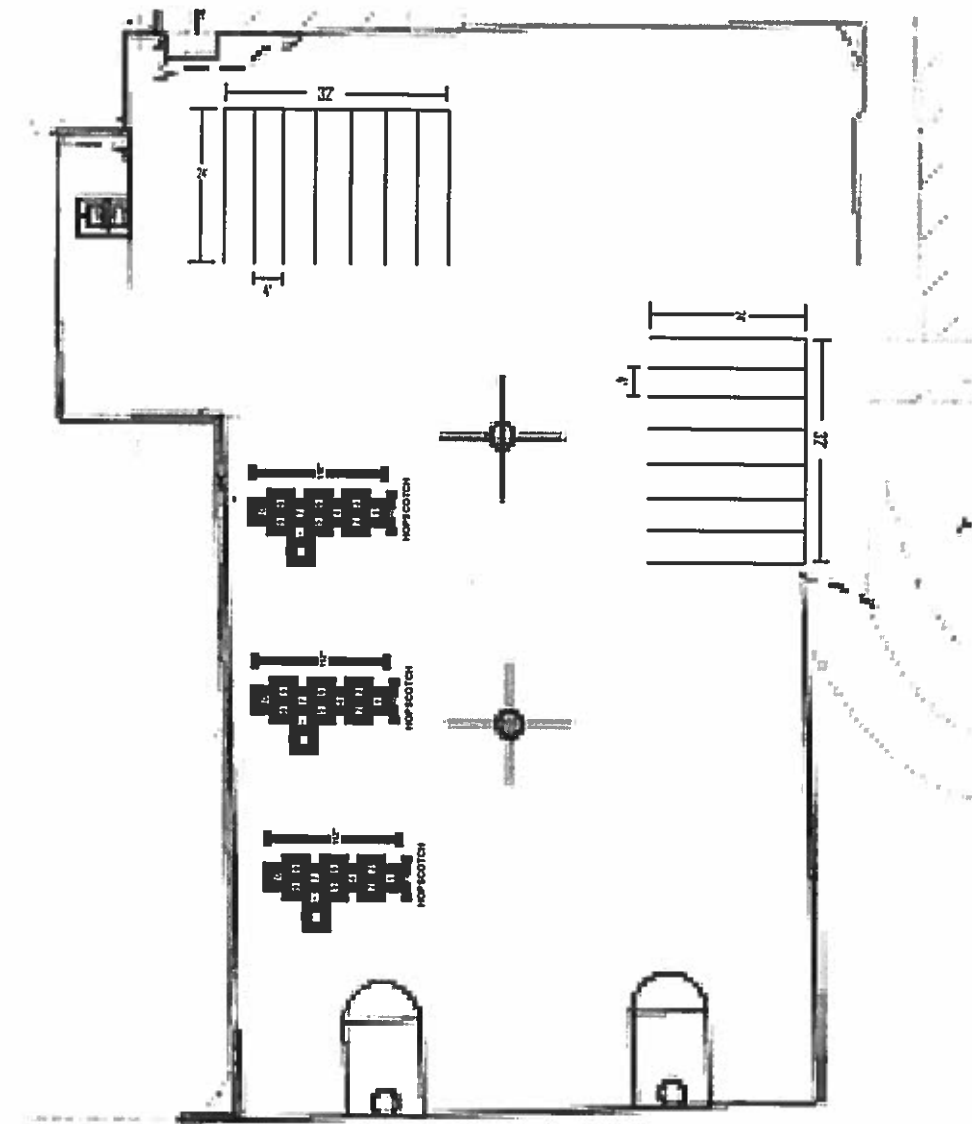


EXHIBIT 5

Rockton Grade School - Playground



13. 1990

Light duty was assigned
Heavy duty was pending

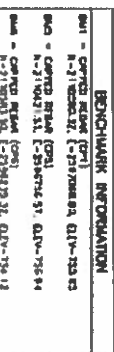


EXHIBIT 7

Crack fill ONLY

OLD RIVER ROAD

ATTACHMENT A-BID SUBMISSION FORM

Bid Submitted By and Authorized Signature: The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by: _____

Signature: _____

Title: _____

☐ The Owner/
Sole Proprietor ☐ Member of the
Partnership ☐ Officer of the
Corporation ☐ Member of the
Joint Venture

Company: _____

Address: _____

Email Address: _____

Telephone: _____

Fax: _____

Date: _____

Contract Person: _____

FEIN: _____

Company _____
(Print Company Name)

Name _____ **Title** _____
(Print) (Print)

Signature _____
(Signed in Ink)

Allowance: \$ 10,000.00

Base: **Bid Amount: \$** _____

Total Base & Allowance: \$ _____

Company Name _____

Name _____ **Title** _____
(Print) (Print)

Signature _____ **Date** _____

ATTACHMENT B - CONTRACTOR CERTIFICATION

Illinois Revised Statute 1987
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name _____

By * _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once a RFP for a particular contract is released, RSD cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

ATTACHMENT C
CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE LAW
Every eligible bidder and contractor/vendor shall comply with the employment section of Public
Contracts provision of the Prevailing Wage Act, 820 ILCS 130/1, as amended.

Rockton School District
1050 E. Union St.
Rockton, IL 61072

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
Certificate of Compliance with the Illinois Prevailing Wage Law

This letter is to certify that _____
(name of company)

is in compliance with Section 39A9 of Chapter 48 of the Illinois Revised Statutes and all amendments
pertaining to the payment of prevailing wages as established by the department of labor, to all laborers,
workers, and mechanics performing work under this agreement/contract.

Company street address _____

City _____

County _____ State _____ Zip _____

Contact name _____ contact phone _____

Sworn and subscribed to me on this _____ day of _____, 20____; before me, notary public
appointed in _____ County for the state of Illinois.

Signature of Notary

printed name

Seal

Commission expiration date

city of residence

county of residence

ATTACHMENT E - EXCEPTIONS TO BID

(PLEASE LIST BELOW, ATTACH SHEETS IF NECESSARY): Any exceptions, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the bidder to note on this form any and all exceptions to any portion of the specifications, means that the bidder must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

ATTACHMENT F - REFERRAL LIST

List four companies, schools preferred, to whom your company has sold and installed comparable products within the last three years:

1. NAME: _____
ADDRESS: _____

PHONE: _____
2. NAME: _____
ADDRESS: _____

PHONE: _____
3. NAME: _____
ADDRESS: _____

PHONE: _____
4. NAME: _____
ADDRESS: _____

PHONE: _____

ATTACHMENT G – W9 FORM

Form W-9 (Rev. January 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.										
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)											
	Business name/disregarded entity name, if different from above											
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate											
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) >											
	<input type="checkbox"/> Other (see instructions) >											
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)										
City, state, and ZIP code												
List account number(s) here (optional)												
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 2. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.												
		Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>										
		Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>										
Part II Certification Under penalties of perjury, I certify that:												
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and												
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and												
3. I am a U.S. citizen or other U.S. person (defined below).												
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.												
Sign Here	Signature of U.S. person >	Date >										
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.												
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:												
1. Certify that the TIN you are giving is correct (for you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.												
Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.												

EXHIBIT 2

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish Owner with two (2) original Certificates of Insurance, with Owner named as an additional insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Owner. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

\$1,000,000/\$1,000,000

1. Premises - Operations
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000/\$1,000,000

Workers' Compensation and Occupational Diseases

As Required by Applicable Laws

Employer's Liability

\$1,000,000