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

Bid No. 13-34 Auburn Field House Addition

BIDS WILL BE RECEIVED UNTIL 2:00 PM (CDST), July 2, 2013 FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC BID OPENING. IF YOU DESIRE TO SUBMIT A BID, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE. NOTE: FAXED bids are not acceptable and will be rejected as non-responsive.

Addressed to:

Director of Purchasing
Rockford Board of Education
School District No. 205
501 Seventh Street, 6th Fl Conference Rm
Rockford, Illinois 61104

BY: Vernon Hilton
Director of Purchasing
(815) 966-3097
hiltonv@rps205.com

Copies of the bidding documents are available from Onvia DemandStar, by email from the Purchasing Department, or by download from the on District's Purchasing Bids-RFPs webpage at www.rps205.com.

MANDATORY MEETINGS WILL BE CONDUCTED ON TUESDAY JUNE 18TH, 9:00 AM (CDST), AT AUBURN HIGH SCHOOL, 5110 AUBURN STREET, ROCKFORD, IL 61101 BY PROJECT MANAGER AND ARCHITECT ENGINEER. FOLLOWING THE MEETING THERE WILL BE A TOUR OF PROJECT SITE OR WORK AREA.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Director of Purchasing by email
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<th>SEALED BID PROPOSAL</th>
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<td>ATTN: PURCHASING DEPT.</td>
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PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!
NOTE: If you are unable to submit a proposal for this work, please complete and return this form immediately.

The Purchasing Department of the Rockford School District wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

Proposal No. & Name: ____________  Bid 13-34 AUBURN FIELD HOUSE ADDITION

We are unable to submit a proposal for this work due to the following:

____ Too busy at this time     ____ Unable to meet specifications
____ Bond requirement       ____ Not engaged in this type work
____ Insurance requirement   ____ Site location too distant
____ Length of time required to obtain payment
____ Project is ______ too large ______ too small
____ Remove us from your bidder’s list for this commodity/service
____ Other (specify below)

____ Do you wish to be considered in the future for similar projects?  ____ Yes  ____ No

REMARKS:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Signature: ___________________________  Name & Title: ________________________________

Firm: ________________________________  Phone: ________________________________

Fax: ________________________________  E-mail: ________________________________

Address: ___________________________  (Street Address)  (City)  (State)  (Zip-Code)

Date: ________________________________

Return to:  Director of Purchasing  Rockford Public School District  501 Seventh St.
            Rockford, IL. 61104
BID-RIGGING CERTIFICATION

I, __________________________________________, a duly authorized agent of
(Representative)

___________________________________________, do hereby certify that neither
(Firm)

___________________________________________ nor any individual presently
(Firm)

affiliated with __________________________________ has been barred from bidding on a
(Firm)

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid

___________________________________________
Authorized Representative

___________________________________________
Firm
MINORITY AND WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals.

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

“Control” in this referenced context means exercising the power to make policy decisions. “Operate” means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women-owned businesses.

BIDDERS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is ( ) a minority-owned business concern.
B. Representation. The offeror represents that it is ( ) a women-owned business concern.
C. Representation. The offeror represents that it is ( ) a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM) ☐ Caucasian (CAUC) ☐ Native American (NAAM)
☐ Hispanic American (HISP) ☐ Asian-Pacific (ASIAP) American ☐ Asian-Indian (ASIAI) American
☐ Other ___________________________ ☐ Woman Owned (W)

Please identify

Company Name ______________________________ Address ______________________________
City ___________________________ State ___________________________ Zip ____________________
Phone # ______________________ Fax # ___________________________ FEIN # _______________________
Signature of Company Official ___________________________ Title ___________________________
Date ___________________________
ILLINOIS STATE BOARD OF EDUCATION  
100 North First Street  
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, “Disclosure of Lobbying Activities,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2. It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

3. It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;

4. It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;

5. The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

6. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

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Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.

2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.

5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arnet.gov/.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ISBE 85-34 (3/12)
OFAC Compliance

BID: __

The undersigned bidder hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC’s Specially Designated Nationals and Blocked Persons List ("SDN List"), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC’s SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

______________________________
Organization Name

______________________________
Name of Authorized Representative

______________________________
Title

______________________________ date: __
Original Signature of Authorized Representative
GENERAL TERMS AND CONDITIONS

1. BID OPENING. Sealed bids will be received at the Rockford Public School District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The Rockford Public School District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the Purchasing Department, 6th Floor, 501 Seventh St., Rockford, IL 61104.

2. BID PREPARATION. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeouts and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the Rockford Public School District Purchasing Department. The name and address of the bidder and the Invitation Number must be shown on the envelope.

4. ERRORS IN BIDS. Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

5. RESERVED RIGHTS. The Rockford Public School District reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or to accept an alternate bid. The Rockford Public School District reserves the right to waive any minor informality defect in any bid. Unless otherwise specified, the Rockford Public School District has sixty (60) days to accept. The Rockford Public School District may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The Rockford Public School District will not be liable for any costs incurred by bidders in responding to this Invitation for Bids.

7. AWARD. The Rockford Public School District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the bidder that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bid, or (3) waive informality or minor irregularities in bids received. The District may accept any item or group of items of a bid, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

8. PRICING. The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The Rockford Public School District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the bidder’s name, invitation number, item reference, manufacturer’s brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

13. INDEMNIFICATION. The Seller shall indemnify and hold harmless the Rockford Public School District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the Rockford Public School District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.
15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the Rockford Public School District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection and if not removed within 10-calendar days after notice, returned via collect shipping.

16. WARRANTY. Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this solicitation, 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. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Rockford Public School District may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, at all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

17. REGULATORY COMPLIANCE. Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

18. ROYALTIES AND PATENTS. Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Rockford Public School District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor represents and warrants that throughout the term of this agreement and any extension thereof, Contractor and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION. (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified herein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not prejudice the District from pursuing any and all remedies available to it at law or at equity. (b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make all requests to the District on request all books, records, and papers relating thereto.

(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. This contract may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Contractor.

22. ASSIGNMENT. The Contractor may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's written consent.

23. FORCE MAJEURE. The obligations of the Contractor to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Contractor obligated to perform ("Force Majeure Event"). In the event that the Contractor ceases to perform its obligations under this contract due to the occurrence of a Force Majeure Event, the Contractor shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Contractor's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. BID CERTIFICATION. The Offeror's signature on this bid certifies: (a) This bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Offeror has not directly or indirectly induced or solicited any other Offeror to enter a false or sham bid. (c) Offeror has not solicited or induced any person, firm or group to refrain from bidding. (d) Offeror has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Offeror or the Owner. The offeror's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract, request additional compensation, or relieve offeror from obligation to perform under this contract.

25. MODIFICATIONS. This contract can be modified or rescinded only by written amendment signed by both of the parties or their duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. An Offeror who fails to receive the District's addenda, and who has previously submitted a bid, shall not be relieved from any obligation in the bid he or she submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.
1. BID OPENING. Sealed bids will be received at the Rockford Public School District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The Rockford Public School District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. BID PREPARATION. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikethroughs, and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

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4. ERRORS IN BIDS. Bidders are cautioned to verify their bids before submission. Negligence on the part of the offeror in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

5. RESERVED RIGHTS. The Rockford Public School District reserves the right at any time and for any reason to cancel this Request for Proposals, accept or reject any or all bids or any portion thereof, or to accept an alternate offer. The Rockford Public School District reserves the right to waive any minor informality defect in any IFB. Unless otherwise specified, the Rockford Public School District has sixty (60) days to accept. The Rockford Public School District may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The Rockford Public School District will not be liable for any costs incurred by offerors in responding to this Invitation for Bid.

7. AWARD. The Rockford Public School District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the offer that is best suited for the purpose intended. The District may (1) reject any or all offers, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in offers received. The District may accept any item or group of items of an offer, unless the bidder qualifies the offer by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

8. PRICING. The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an “equal.” The Rockford Public School District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the bidder’s name, invitation number, item reference, manufacturer’s brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Offerors shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes will be made by amendment. Each bidder shall ascertain prior to submitting an offer that all amendments have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Seller shall indemnify and hold harmless the Rockford Public School District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the Rockford Public School District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.
15. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the Rockford Public School District’s destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller’s warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection and if not removed within 10-calendar days after notice, returned via collect shipping.

16. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this 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 Seller’s knowledge. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The Rockford Public School District may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller’s risk and expense. Acceptance shall not relieve the Seller of its responsibility.

17. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture, or use for their intended purpose of said goods or services. Seller shall furnish “Material Safety Data Sheets” in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the Rockford Public School District harmless from loss on account thereof.

19. **COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor represents and warrants that throughout the term of this agreement and any extension thereof, Contractor and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. **TERMINATION.** (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

(b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto.

(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. **TERMINATION WITHOUT CAUSE.** This contract may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Contractor. Contractor may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. **ASSIGNMENT.** The Contractor may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District’s written consent.

23. **FORCE MAJEURE.** The obligations of the Contractor to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Contractor obligated to perform (“Force Majeure Event”). In the event that the Contractor ceases to perform its obligations under this contract due to the occurrence of a Force Majeure Event, the Contractor shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Contractor’s performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. **BID CERTIFICATION.** The Offeror’s signature on this bid certifies: (a) This offer is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Offeror has not directly or indirectly solicited or solicited any other Offeror to enter a false or sham bid. (c) Offeror has not solicited or induced any person, firm or group to refrain from bidding. (d) Offeror has not sought by collusion or otherwise to obtain for self interest any advantage over any other Offeror or the Owner. The offeror’s signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract, request additional compensation, or relieve offeror from obligation to perform under this contract.

25. **MODIFICATIONS.** This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. **ADDITION.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. An Offeror who fails to receive the District’s addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the offer he or she submitted.

27. **BINDING EFFECT.** The terms, conditions, provisions, and undertakings of this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

28. **EQUAL OPPORTUNITY EMPLOYER.** The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.
PROJECT MANUAL
BID NO.: 13-34
PROJECT NO.: 1741

AUBURN FIELD HOUSE ADDITION

ROCKFORD BOARD OF EDUCATION SCHOOL DISTRICT 205
501 SEVENTH STREET ROCKFORD, IL 61104
## Project
**Auburn Field House Addition**

### Location
Auburn High School  
5100 Auburn Street  
Rockford, IL 61101

### Owner
Rockford School District  
501 Seventh Street  
Rockford, IL 61104

### Program Manager
Ragnar Benson Construction  
1907 Kishwaukee Street  
Rockford, Illinois 61104  
815/966-3116  Fax: 815/692-9320

### Architect
Hagney Architects  
4615 E. State Street  
Rockford, Illinois 61108  
815/397-3330  Fax: 815/397-0243

FGM Architects Inc  
1211 West 22nd Street  
Oak Brook, IL 60523  
630/574-8300

### Bid Scope
New field house at Auburn High School.

### Bid Due Date
2:00 PM (CDST), Tuesday, July 2, 2013

### Pre-Bid Site Visits
**Mandatory Meetings:**  
Auburn High School - 9:00 AM (CDST), Tuesday, June 18, 2013

### Bid Security
5% of Base Bid.
Obtain Bid Documents By

Emailing the District’s Purchasing Department, by downloading from the on District’s Purchasing Bids-RFPs webpage at www.rps205.com, or by contacting the following:

BHFX Digital Imaging and Printing
1404 21st Street
Rockford, IL 61108
P. (815) 397-8800
F. (815) 397-8844
rockford@bhfx.net

DG Digital Printing
214 N. Rockton Avenue
Rockford, IL 61103
P. (815) 961-0000
F. (815) 961-0004
http://www.dgdplanroom.com/

Performance Bond and Labor And Material Payment Bond
Furnish in the amount of 100% of the Contract after award.

Rights Reserved by Owner
The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner.

Withdrawal of Bids
No bid may be withdrawn for a period of 60 days after the opening of bids without written consent of the Owner.
Instructions to Bidders

for the following PROJECT:
(Name and location or address)
MFP Bid docs boilerplate

THE OWNER:
(Name, legal status and address)
Board of Education
Rockford School District No. 205
Winnebago and Boone Counties, Illinois
501 Seventh Street
Rockford, Illinois 61104

THE ARCHITECT:

TABLE OF ARTICLES
1 DEFINITIONS
2 BIDDER'S REPRESENTATIONS
3 BIDDING DOCUMENTS
4 BIDDING PROCEDURES
5 CONSIDERATION OF BIDS
6 POST-BID INFORMATION
7 PERFORMANCE BOND AND PAYMENT BOND
8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
ARTICLE 1  DEFINITIONS
§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201 as revised by Owner, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2  BIDDER'S REPRESENTATIONS
§ 2.1 The Bidder by making a Bid represents that:
§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents and all required information required by Owner in the Bidding Documents has been furnished by Bidder.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3  BIDDING DOCUMENTS
§ 3.1 COPIES
§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.
§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit inquiries to the Director of Purchasing for Owner, 501 Seventh Street, Rockford, Illinois 61104.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect and Program Manager at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect’s decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.
§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the
signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and
time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded
as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that
they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS
§ 5.1 OPENING OF BIDS
This bid is form a project for the Rockford Public Schools. All bids advertised, submitted, and selected for award by
Owner and other matters relating to the bidding process shall adhere to the provisions of Illinois law, in particular the
provisions of the School Code, including without limitation, the provisions of 105 ILCS 5/10-20.21.

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids
received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to
Bidders.

§ 5.2 REJECTION OF BIDS
The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other
data required by the Bidding Documents, or a Bid which is in any way nonresponsive, incomplete or irregular is
subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)
§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been
submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which,
in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically
provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and
Alternates accepted.

ARTICLE 6 POST-BID INFORMATION
§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly
executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously
required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2
(Paragraphs deleted)
SUBMITTALS
(Paragraphs deleted)
§ 6.2.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of
selection for the award of a Contract, furnish to the Owner through the Architect in writing:
- a designation of the Work to be performed with the Bidder's own forces;
- names of the manufacturers, products, and the suppliers of principal items or systems of materials and
equipment proposed for the Work; and
- names of persons or entities (including those who are to furnish materials or equipment fabricated to a
special design) proposed for the principal portions of the Work.

§ 6.2.2 The Bidder will be required to establish to the satisfaction of the Architect, Program Manager and Owner the
reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the
Bidding Documents.
§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner, Program Manager or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder’s option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity. The Owner may accept the substitute person or entity or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND
§ 7.1 BOND REQUIREMENTS
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder’s usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder’s usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS
§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A-312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
The Agreement for the Work will be written on AIA Document A101-2007 as revised by Owner and be accompanied by General Conditions on AIA Document A201-2007, as revised by Owner and further revised by Supplementary Conditions issued by Owner all as included in the Bidding Documents.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. SPECIAL NOTICE TO BIDDERS:

A. Proposals shall be submitted in duplicate on the forms provided. The sample proposal form bound into these Specifications is for reference only and shall not be detached. Proposals shall be enclosed in a sealed envelope, with name of the project clearly identified, and bearing the words “SEALED BID ENCLOSED”.

B. Proposals shall be based upon the drawing and specifications and each bidder shall acknowledge the receipt and inclusion of any further instruction or addenda which may be issued prior to receipt of proposal.

C. Bids shall be opened publicly by the Owner, immediately after bid closing time at the office of the Board of Education, 501 Seventh Street, Rockford, Illinois.

2. METHOD OF BIDDING

Bids will be received for a single contract.

3. SIGNING BIDS: (SEE ARTICLE 4.1.7)

A. Bids which are signed for a partnership shall be signed by all partners or by an Attorney-In-Fact. If signed by an Attorney-In-Fact, there shall be attached to the bid, a Power of Attorney evidencing such authority.

B. Bids which are signed for a corporation shall have the correct corporation name thereon and the signature of the president or other authorized officer of the corporation and then stamped with the corporation seal thereto.

C. Proposals shall be made on the form provided and shall not be altered in any way.

4. QUALIFICATIONS: (SEE ARTICLE 6)

Statement as to whether the bidder has adequate equipment to do the work properly and expeditiously.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

5. AWARD (SEE ARTICLE 5.3)

The Contract shall be deemed as having been awarded when formal written notice shall have been duly served by an officer or agent of the Owner duly authorized to give such notice.

6. TAXES:

The bidder shall not include any Illinois Retailers Occupation or use taxes in his bid. Exemption Certificates for these taxes will be furnished by the Board of Education to the Contractor when requested by him/her in writing.

7. FORM OF CONTRACT:

The Owner-Contractor agreement shall be the Standard Form of Agreement between Owner and Contractor, AIA Document A101-2007 as revised by Owner, (form including in bidding documents). The Contract shall be executed in duplicate.

8. ACCEPTANCE OR REJECTION OF BIDS: (SEE ARTICLE 5)

The Owner reserves the right to reject any or all bids and to waive informalities in order to accept the bid that in his judgment will best for the interest of the School District. Any bidder may withdraw his bid either personally or by telephone written request at any time prior to the scheduled closing time for receipt of bids.

9. QUESTION ON BIDDING DOCUMENT:

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

10. BID DEPOSIT: (SEE ARTICLE 4.2)

Each bidder shall provide a Bid Bond, a Certified Check or Bank Draft in the amount of 5% of the bid total. Bid deposits will be returned to unsuccessful bidders within (30) days after award. Bid deposits will be returned to successful bidder as soon as Contract is accepted for the work outlined in this proposal.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

11. EXAMINATION OF SITE:

Bidder shall examine the sites of the work prior to bidding. He shall satisfy himself/herself as to existing conditions, local facilities and governing factors under which he will be obliged to operate in performing his part of the work, or that may in any manner affect the work under this contract. No allowance shall be subsequently made in this connection in behalf of the Bidder for any error or negligence on his/her part due to this failure to fully examine the sites or the work prior to bidding.

12. PREVAILING WAGE:

This Bid requires that the successful Contractor comply with all statues, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting his bid that he will pay the prevailing rate of wage in this area, for the particular type of labor, in accordance with State of Illinois Codes and the Illinois department of Labor. The Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this contract. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to the Owner's agent and the agent of the Illinois Dept. of Labor. In accordance with the amendment of the Illinois Prevailing Wage Act effective 1-1-90, as amended, the following clause shall be apart of this contract. "If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."

13. DOCUMENTS TO BE RETURNED: (SEE ARTICLE 4.3)

Forwarded with this bidding document is one complete set of specifications and bidding forms. The bidding forms are included within the bidding document. Two copies of the bidding forms are to be returned as your Bidding Document, along with the Bid Deposit, signatures, and other required information. A self-addressed envelope, properly identified, is provided for your use.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

14. ILLINOIS FAIR EMPLOYMENT PRACTICES

The bidder’s signature on the bid form of this Face Sheet will be construed as his/her acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preferences and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices Commission and the policies of the Rockford Board of Education. Bidder agrees to comply in all respect with Federal, State and local laws and ordinances pertaining to this bid and to the performance of the Contract in the event bidder is awarded the bid. Provisions of applicable acts are hereby incorporated by reference and become a part of this proposal and specifications.

15. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Pursuant to the Employment of Illinois Workers on Public Works Act, during any time of excessive unemployment (defined as any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures) any person or entity charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Persons or entities entering into a contract with the Rockford Public Schools in which they are obligated to construct or build any public works (defined any fixed work construction or improvements funded in whole or part by the State of Illinois) agree to abide by the requirements of the Employment of Illinois Workers on Public Works Act.

16. TAX IDENTIFICATION NUMBER:

Under Federal Law and in accordance with instructions from the Department of Treasury and the Internal Revenue Service, our School District is required to have on file appropriated tax identification information concerning you or your firm. This information will be a Federal Employer’s Identification Number, but in some instances of independent contractors, it might be a Social Security Number. This information is needed to determine on which vendors we must file a Form 1099.
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BEFORE A BID CAN BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE ON THE BID FORM IN THE SIGNATURE SECTION. WE ALSO SPECIFICALLY REQUIRE THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION AS TO WHETHER IT IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC., SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT US.

16. CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX

The bidders acknowledge and understand that any resulting contract for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a “retailer maintaining a place of business within this State” as defined by the Use Tax Act (35 ILCS 105/2).

17. PERFORMANCE BOND: (Shall be submitted on AIA Document 311, “Performance Bond” and “Labor & Material Payment Bond.”)

The successful bidder will be required to furnish a Performance Bond and a Labor & Materials Bond satisfactory to the Board of Education. The amount of said bond shall be equal to 100% of the contract award and the cost of any said bond shall be included in the Contractor’s proposal.

18. PREQUALIFICATION OF MATERIALS:

Approval of other “or equal” materials shall be pre-qualified by the Architect’s at least five (5) working days before the bid opening. Proposals may be offered on more than one manufacturer.

19. PREQUALIFICATION OF BIDDER (SEE ARTICLE 6.1)

A bidder may be required to furnish evidence satisfactory to the Owner that he/she and his/her proposed subcontractors have sufficient means and experience in the types of work call for to assure completion of the contract in a satisfactory manner. A new bidder may be required to properly execute AIA Document A305, “Contractor’s Qualification Statement” before submitting his bid.
20. MINORITY AND FEMALE OWNED BUSINESSES

District #205 supports the policy of the State of Illinois to support Minority Owned Business Enterprise (MBE) and Female Owned Business Enterprise (FBE). The District seeks to identify and encourage the amount of minority and female involvement in each of the construction-related contracts issued by the District. A bidder will be required to submit the minority certification form enclosed with the bid documents. Additionally, in the event and to the extent State of Illinois funds in excess of $250,000.00 are awarded to and used by the District for capital construction costs and design services on a school construction project, and goals are established for MBE and FBE participation in such school construction project involving the use of State of Illinois funds, and to the extent such goals are not inconsistent with Federal guidelines the District will follow such goals unless waived. The successful bidder agrees to cooperate with the District to provide necessary information to meet state funding requirements and on participation by MBE and WBE and to assist in meeting goals through certification as a MBE or WBE or certification of subcontractors.
FORM OF PROPOSAL FOR SINGLE CONTRACTS

TOTAL PROJECT

Rockford Board of Education
School District No. 205
Rockford, Illinois
BID SUBMITTED BY

DATE

Gentlemen/Ladies:

The undersigned, having become familiar with the local conditions affecting cost of the work, and with the Bidding Documents including Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, Specifications, and Addenda issued thereto, as prepared by Operations and Facilities, Rockford Public Schools, Rockford, IL, hereby agrees to furnish all labor, material and equipment necessary to complete Field House Additions-Renovations at Auburn High School, Rockford Public Schools for the amount shown below:

BASE BID:

Total ................................................................. $______________
ADDITIONAL RECEIPT
We acknowledge the receipt of Addenda.

BIDDERS
Wherever unit prices or other information is requested in the various Sections of the Specifications, Contractor shall furnish same in detail. If space is not available on this form for the information required, typewritten sheets with the necessary information shall be attached to the form.

COMMENCEMENT AND COMPLETION OF CONTRACT
The undersigned agrees, if awarded the contract, to commence the contract work within five (5) days of receipt of Order to Proceed and to complete said work within specified completion time. The undersigned further agrees to execute contract, furnish a satisfactory performance and payment bond and insurance coverage as specified in strict accordance with Contract Documents prepared by Jim Heathscott, Rockford Public Schools, Rockford, IL. We further agree to complete the project in ____ calendar days or by ____________________________

BIDDER
(Corporation) (Partnership) (Individual) Use One

Address _________________________________

Street

City       State       Zip Code

Phone no.

By ________________________________

Title ________________________________

FEIN NO _____________

Affix Corporation Seal if Corporation:
if not a corporation this bid must be notarized.

Date ________________________________

BD-9
BID DEPOSIT CERTIFICATION

A Bid Deposit is required in the amount of 5% of the total bid. This bid deposit is to be a Bid Bond, Bank Draft or Certified Check made payable to the "Rockford School District No. 205", as a guarantee that if awarded all or part of the bid, the firm will enter into contract to perform as per specification.

Amount of Total Bid  $ ______________________

Amount of Bank Draft or Certified Check  $ ______________________

________________________________________
Signature of Authorized Representative

Company Name __________________________________________

Street Address __________________________________________

City & State ____________________________________________ Zip

Telephone __________________________________________

Area Code ___________________________ Number

________________________________________ FEIN OR SOCIAL SECURITY NUMBER
1. Pursuant to bidding requirements for the work titled: 
   **Auburn Field House Addition** for portions of the work equaling or exceeding 1/2 of 1
   % of the total proposed Contract Sum the undersigned proposes to use the following 
   Subcontractors. The undersigned proposes to perform all other portions of the work with 
   his/her own forces. The Owner Reserves the right to qualify all Subcontractors.

2. Portion of the Work: 

   Subcontractor name and address:

   ____________________________
   ____________________________
   ____________________________
   ____________________________
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   ____________________________

   Use Additional Sheet if Required

   ____________________________
   ____________________________
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   ____________________________
   ____________________________
   ____________________________

   Provide signature Identical to that shown 
on the Bid form

   Bidder:

   ____________________________

   BY ____________________________

   BD-4
SUBSTITUTION LISTING

1. Pursuant to bidding requirements for the work titled "Auburn Field House Addition" the contract sum proposed by the undersigned on the bid form is for the work as shown on the drawings, described in the specifications, and otherwise defined in the contract documents. However, the undersigned proposes the following for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions the bidder's proposed base bid amount will be changed by the amount shown.

<table>
<thead>
<tr>
<th>Specified Product or Material:</th>
<th>Drawing No. or Spec. Section</th>
<th>Proposed Substitution:</th>
<th>Proposed Change in contract sum:</th>
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PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER:

BY

BD-10
REQUIRED DOCUMENTATION

The following documents MUST be included in your bid. Provide each item per project. If any item applies to all projects for which you are submitting a bid item must be clearly marked as such. Failure to include any or all of the documents with the Form of Proposal will result in rejection of the bid(s).

☐ Bid-Rigging Certification

☐ Minority and Women Owned Business Concern Representation

☐ Certificate Regarding Lobbying

☐ Certificate Regarding Debarment

☐ OFAC Compliance

☐ Bidding Documents BD-1 through BD-10 and associated documents

☐ References

☐ Certification Documents Payroll, G13, G14, G17, G18, G19

☐ ROE Title Block (Third Party Inspection)

☐ Certified Cleared Employee List (To be provided prior to commencement of work)

☐ AIA 305

☐ Preliminary Schedule
STATEMENT OF COMPLIANCE:

The undersigned states that all required attachments are attached to the bid.

Company Name: ____________________________________________

Authorized Signature ___________________________________ Date: ______

Printed Name ___________________________________________ Title: ______

Voice: ___________ Fax: ___________ Email: ________________
CERTIFIED CLEARED EMPLOYEE LIST

The undersigned ____________________________, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

1- a criminal history records check, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and

2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and

3- the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

<table>
<thead>
<tr>
<th>No.</th>
<th>Last Name</th>
<th>M.I.</th>
<th>First Name</th>
<th>SS # (last four)</th>
<th>Crim. Hst.</th>
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______________________________

By: ________________________________

This certificate Subscribed and Sworn to
before me this ___ day of ________, 20__.

______________________________
Notary Public
Commission Expires: ____________

______________________________________________________________________

Vendor Cert. Employee List No. ___

RPS205 043013
<table>
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<tr>
<th>Vendor Name</th>
<th>Due Date</th>
<th>Bid#</th>
<th>Base Bid</th>
<th>#1</th>
<th>#2</th>
<th>#3</th>
<th>Unit Price</th>
<th>Bid</th>
<th>Bids Accepted</th>
<th>Required Documentation</th>
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