

SECTION 004100 - BID FORM

BID DATE: May 21, 2024

BID TO: La Harpe Community School District 347
404 Wet Main Street
La Harpe, IL 61450

BID FROM: _____

BID FOR: La Harpe Community School District 347 HVAC Upgrades
La Harpe Elementary School
404 West Main Street
La Harpe, Illinois 61450

Project No. 2024.101

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Having examined the site of the work, and having familiarized himself/herself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications, and duly issued addenda, as prepared by the Architect, the Bidder hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish and/or install the described material and/or services for stated lump sum price.

To hold this bid open until 30 calendar days after bid opening date.

To accept the provisions of the Instructions to Bidders, Conditions of the Contract, Drawings, specifications, Addenda, and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the Work according to the Contract.
3. Complete the Work within the Contract time herein specified.

BID SECURITY

The undersigned furnishes herewith, as required in the Instructions to Bidders, bid security in the amount of 5 percent of the amount bid in the form of Cashier's Check _____, or Certified Check _____, made payable to the Owner or Bid Bond _____, naming the Owner as obligee. (Bidder to check form of bid security furnished)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid security shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid security is a fair and equitable estimate of such damages.

BASE BID

For all Base Bid construction work, the amount of the bid is:

The sum of: _____ Dollars (\$ _____)

Construction Contingency Allowance:

General Contingency:

This bid shall include in the Base Proposal a construction contingency allowance of Ten Thousand Dollars (\$10,000.00), for additional work that is not defined in the construction documents. This work may be authorized only by owner-signed change orders, and the unused amount remaining in this allowance shall be credited to the Owner at the completion of the project by way of deductive Change Order.

TIME OF COMPLETION

The Bidder agrees to achieve Substantial Completion on or before August 8, 2024. Site access for construction work shall be as stated below.

Construction Activity Site Access hours: 7:00 a.m. – 4:00 p.m.

BID ACCEPTANCE

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract (AIA Document A101, 2007 Edition) in accordance with the bids as

accepted. He/She will obtain performance and payment bonds with such surety or sureties as the Owner may approve, the cost of which shall be included in the base bid.

The Owner reserves the right to award the contract to its best interests, to reject any of all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period.

REPRESENTATIONS AND CERTIFICATIONS

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work if my bid is accepted and the contract awarded to me.

AVAILABILITY. The number and number of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to the Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq.

Pursuant to Illinois Revised Statutes, Chapter 48, Section 34s-5, the contractor and each contractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39s-1, et seq., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

The current prevailing wage rates are included in the specifications for reference only. The contractor and subcontractor must pay the prevailing wage rates in effect at the actual time the labor is performed.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS PREVAILING WAGE RATE ACT. Pursuant to the provisions of the Illinois Prevalent Wage Rate Act. (820 ILCS 130/), Bidder hereby certifies that all workers will be paid at the prevailing wage rate as published by the Illinois Department of Labor.

Initials_____

NON-COLLUSION AFFIDAVIT. Bidder has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Bidder further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such bid, or any contract awarded as a direct or indirect result of such bid.

Initials_____

CERTIFICATE OF ELIGIBILITY TO CONTRACT. Pursuant to Section 33 E-11 of the Illinois Criminal Code of 1961 as amended, contractor hereby certifies that neither they nor any of the officers, partners, or owners of this business have been convicted in the past five years of the offense of bid-rigging under Section 33 E-3, nor bid-rotating under Section 33 E-4, nor bribing or attempting to bribe an officer or an employee of the State of Illinois, or made an admission of guilt or such conduct which is a matter of record.

Initials_____

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT. Pursuant to Section 3 of the Illinois Drug-Free Workplace Act, having twenty-five or more employees, contractor does hereby certify that they shall provide a drug-free workplace for all employees engaged in the performance of work under this contract by complying with Illinois Drug-Free Workplace Act, and, further certifies that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Initials_____

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY. Pursuant to Section 2-105 of the Illinois Human Rights Act (775 IL-CS5/2-105), contractor certifies they have a written sexual harassment policy that includes, at a minimum, the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and compliant process available through the Department of Human Rights Commission; (vi) directions of how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Initials_____

CERTIFICATE REGARDING CRIMINAL HISTORY RECORDS CHECK. Bidder hereby certifies that the Bidder shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9. The Contractor shall obtain a fingerprint-based criminal history background check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the Contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses.

Initials _____

VENDOR DESIGNATION. In order to comply with subsection C of Section 10-20.40 of the Illinois School code added by P.A. 95-707, school districts are required to disclose vendors with whom we have entered a contract or purchased goods in the amount of equal to or greater than \$25,000.00. In addition, school districts are required to specify which of the vendors are owned by a person with disabilities, female, minority and/or locally owned.

Please indicate any of the following that apply to your business.

- Owned by a Person with Disabilities
- Female Owned
- Minority Owned
- Locally Owned (within school district boundaries)
- None of the Above

Initials _____

CERTIFICATE OF BIDDER'S QUALIFICATIONS. Included with bid, Bidder shall submit to the Owner 2 copies of completed American Institute of Architects "Contractor's Qualification Statement" AIA Document A305 (furnished by Bidder), which shall include a certified financial statement, not more than six months old, or other reasonable proof of financial responsibility, which reflects the true financial condition of the firm. Each Bidder must be able to show financial ability to carry on the Work until the first payment and to carry the financing of the Project between payments until the Contract is completed and accepted. Form shall include names and telephone numbers of architects, owners, and contact persons for each project listed (minimum of ten projects required)."

Initials _____

Signature:

Respectfully submitted this ____ day of _____, 20_____.

Type of Firm (Bidder to indicate)

- _____ Individual
- _____ Partnership
- _____ Corporation
- _____ Joint Venture
- _____

(Firm Name)

(Address)

(Telephone Number)

(Bidder's Signature)

(Title)

END OF SECTION 2024.01