

INSTRUCTIONS TO BIDDERS**For****RVC ATC PHASE II****Bid #23-01****February 7, 2023****10:00 a.m. CST**

Sealed bids are invited pursuant to specifications

BIDs:

Bids will be received and publicly read aloud by Rock Valley College at the place, date and time hereinafter designated. You are invited to be present if you so desire.

OPENING DATE AND TIME:

Tuesday, February 7, 2023
10:00 a.m. Central Standard Time

PLACE:

Rock Valley College
SSB Conference Room 1309
3301 N Mulford Rd
Rockford, IL 61114-5699

PROPOSAL SUBMITTALS: Bids must be in accordance with the instructions contained herein.

All Submittals are to contain the following:

Two (2) hard copies and one (1) Digital Device: Submitted on or before the specified closing time in an opaque sealed envelope addressed to:

Kathleen Jones, Director of Business Services
Rock Valley College
3301 N Mulford Rd
Rockford IL 61114-5699

All envelopes should be plainly marked, with the Bidder's Name and address and the following notation: Bid# 23-01 RVC ATC Phase II

EMAILS OR FAXES ARE NOT ACCEPTABLE

PRE-BID: A non-mandatory pre-bid meeting will be held Thursday, January 27, 2023 at 10:00 a.m. in the Support Services Building (SSB) Conference Room 1309.

QUESTIONS: Must be submitted no later than **Friday, January 28, 2023** via email Jenifer Deuth Fritts, Architect at jdeuthfritts@oarch.com and Kathleen Jones at k.jones@rockvalleycollege.edu

STANDARD INSTRUCTIONS

1. TAX EXEMPTION: Rock Valley College is exempt from Federal, State, Municipal taxes and Illinois Retailers Occupational Tax.
2. SIGNATURE: The signature on Bid/RFP documents is to be that of an authorized representative of said company. Each bidder, by making his Bid/RFP, represents that they have read and understand the Bid/RFP documents and that these instructions to bidders are a part of the specifications. By submitting a signed bid, bidder agrees to enter into a contract with Rock Valley College incorporating the terms and specifications in this Bid/RFP.
3. BID SECURITY: A bid security in the form of a bid bond or a certified check in an amount equal to ten percent (10%) of the bidder's base bid amount shall be submitted with the bid. Should a bid bond be submitted, the bid bond shall be payable to: Board of Trustees, Rock Valley College. The bid security shall be returned to bidders thirty (30) days after the date of bid opening, with the exception of the selected Contractor/Vendor and the next lowest bidder, whose bid security shall be returned sixty (60) days after bid opening, unless they are forfeited under the terms of the bid documents.
4. PERFORMANCE BONDS: The successful bidder on this proposal must furnish a performance and payment bond issued by a surety company made out to: Board of Trustees, Rock Valley College, within ten (10) days of the notification that their bid has been accepted. The surety thereon must be such a surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-XIV best rating. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance and payment bonds shall be issued in an amount equal to one hundred percent (100%) of the contract sum. Such bonds shall be in force from the date of signing of the contract until one year after issuing of final certificate of payment. The cost of the bonds shall be included in the bidder's proposal.
5. DISQUALIFICATION: The Director of Business Services will make such investigation as is necessary to determine the ability of the Bidders to fulfill Bid/RFP requirements. Rock Valley College reserves the right to reject any Bid/RFP if it is determined that a Bidder is not properly qualified to carry out the obligations of the Contract.
6. ACKNOWLEDGEMENT OF ADDENDA: The signature of a company official on original Bid/RFP document shall be construed as acknowledgement of receipt of any and all addenda pertaining to the specific Bid/RFP. Identification by number of the addenda and date issued should be noted on all Bids/RFPs submitted. A copy of any and all Addenda must be included with the Bid/RFP packet.
 - a. **FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON BID SUBMITTED MAY RESULT IN DISQUALIFICATION OF BID.**
 - b. **Bidders are responsible for checking back on the Bid website for any addenda issued.**

7. **EQUAL OPPORTUNITY EMPLOYMENT/AFFIRMATIVE ACTION:** Rock Valley College is an Equal Opportunity/Affirmative Action Employer. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practice Act, or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation and the contract may be cancelled or avoided in whole, or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - a. It is also the College's policy to promote the economic development of businesses owned by minorities, females and persons with disabilities by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services as provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575 (the Act) and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities.
 - b. If Proposer is certified with the State of Illinois as a BEP vendor, include a copy verifying such certification.
 - c. To register with the State of Illinois as an MBE/FBE/DBE, please visit this site: https://www.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx
8. **PROPRIETARY INFORMATION:** Vendor should be aware that the contents of all submitted Bids/RFPs are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your Bid/RFP will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While Rock Valley College (RVC) will endeavor to maintain all submitted information deemed proprietary within the college, it will not be liable for the release of such information.
9. **RESPONSIBLE BIDDER COMPLIANCE:** In the event that the BID/RFP requires construction or other work on the proposed project, the College's Purchasing Policy shall apply including the responsible bidder requirement that pertains to contractors submitting bids for construction contracts in excess of \$150,000.00. The contractors are required to have participation in apprenticeship and training programs applicable to the work being performed on the projects which are approved by and registered with the United States Department of Labor's Office of Apprenticeship and Training.
10. **PREVAILING WAGE LAW:** This Project requires the vendor to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, and to make, keep and file certified payroll in accordance with the Act. The Vendor further agrees to provide a copy of the certified payroll to the Facilities Director and the Illinois Department of Labor on a monthly basis for the duration of the project. Prevailing wage rates applicable to the project are located here: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2019%20Rates/July%2015/Winnebago.pdf>

11. BLACKOUT PERIOD: After the College has advertised for Bids/RFPs, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of Bid/RFP specifications. No vendor shall visit or contact any College officers or employees until after the Bids/RFPs are awarded. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's submittal.
12. All Bids/RFPs shall be considered firm for a period of ninety (90) days from the date established for the opening of Bids.
13. Termination of Funding: Rock Valley College's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. Rock Valley College shall give notice of such termination for funding as soon as practicable after becoming aware of the failure of funding.
14. Bidders shall not submit substitutions or alternates in their bid. If a bidder requests to submit a bid based on substitutions or alternates, the bidder shall submit all such proposed substitutions and alternates no later than **Friday, January 28, 2023 by noon** via email Jenifer Deuth Fritts, Architect at jdeuthfritts@oaarch.com and Kathleen Jones at k.jones@rockvalleycollege.edu. The College will not allow such alternates or substitutions unless issued as part of an addendum.
15. Each bidder shall carefully examine all Bid/RFP documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a Bid/RFP. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall at once notify the College. If necessary, the College shall send written addendum to all bidders. The College will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business Services. After Bids/RFPs are received, no allowance will be made for oversight by bidder.

16. Upon award of the contract by the College's Board of Trustees, the Contractor/Vendor shall enter into a contract with the College in the same form as included in the bid documents and/or incorporating all terms and conditions contained in this bid package, including but not limited to the Standard Instructions, Minimum Insurance Requirements. In the event that Contractor/Vendor shall refuse to enter into the contract with the College, Contractor/Vendor shall forfeit its bid bond and shall be liable to the College for any other damages that the College incurs, including reasonable attorney's fees. Notwithstanding any contract provision to the contrary, Rock Valley College may terminate this contract any time and for any reason or no reason in its sole discretion, upon written notice to the bidder / vendor / contractor. In the event of termination for convenience by Rock Valley College, Rock Valley College shall pay the contractor for work completed or services rendered to the date of termination but shall have no further contractual obligation. In the event of termination for convenience by Rock Valley College, the College shall pay the contractor for work completed or services rendered to the date of termination, but shall have no further contractual obligation. In the event of termination for cause by Rock Valley College, including and not limited to a material breach by the bidder / vendor / contractor, upon such termination, Rock Valley College shall have no further contractual obligation. In no event shall the bidder / vendor / contractor make a claim on Rock Valley College for consequential, incidental or other special damages, including and not limited to lost profits, and the bidder / vendor / contractor hereby waives and releases any and all such claims.
17. The Contractor/Vendor agrees to indemnify, hold harmless and defend Rock Valley College, the members of the Board of Trustees of Rock Valley College, its officers, employees, student teachers, and agents thereof against all suits, actions, legal proceedings, claims, and demands of any kind, and against all damages, judgments for personal injuries, including death to any person (including but not limited to third parties, employees of College, employees of Contractor/Vendor or any subcontractor and their dependents or personal representatives), loss, cost, expense and attorneys' fees, in any manner caused by, arising from, incidental to, connected with or growing out of the services provided under this contract. Contractor/Vendor waives any and all rights it may have under any worker's compensation act or interpretations of the act, including, but not limited to those rights under *Kotecki v. Cyclops Welding Corporation*.
18. A current W-9 form must be returned with the bid packet. (*A blank form can be found at the IRS.Gov website.*)

MINIMUM INSURANCE REQUIREMENTS

The undersigned Contractor/Vendor or User of College Campus Facilities shall purchase and maintain the following insurance coverages with carriers with a Bests Financial Rating not less than A, XII to which Rock Valley College has no reasonable objection.

A Contractor/Vendor or User shall furnish a certificate of insurance and the specified endorsement to Rock Valley College prior to the commencement of any work covered by this, or any resulting, contract or purchase order, as evidence that all requirements of this addendum have been complied with. The certificate and endorsement shall also contain a provision that the coverages afforded under the policies required shall not be cancelled or allowed to expire unless 60 days prior written notice has been given to Rock Valley College. Failure on the part of the Contractor/Vendor or User to maintain coverage as required shall constitute a default and entitle Rock Valley College, at its sole option, to either terminate the contract or procure replacement coverage and offset the cost against any money due the Contractor/Vendor or User.

Coverages, whether written on occurrence or claims made, shall be maintained without interruption from the date of commencement of work/event until the date of final payment and termination of any coverage to be maintained after final payment.

1. WORKERS COMPENSATION/EMPLOYERS LIABILITY:

- \$500,000 per accident
- \$500,000 disease, policy limit
- \$500,000 disease, each
- The policy will be endorsed showing a **waiver of right of recovery form #WC000313** or equivalent in favor of **Rock Valley College**.

2. COMMERCIAL GENERAL LIABILITY:

Coverage shall include premises operations, independent contractors, contractual liability, products and completed operations including broad form property damage, covering bodily injury and property damage or limits as shown below. Products and completed operations liability shall be maintained for two years after completion of the work performed under this Contract or Purchase Order.

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- Policy shall be properly endorsed to show **Rock Valley College** as an **Additional Insured** on a primary and noncontributory basis.
- The policy shall also contain form **#GL2503** showing the aggregate limits apply per project or **GL2504** showing that the aggregate limit applies per location.

3. COMMERCIAL AUTOMOBILE LIABILITY:

Coverage shall be written to include all owned, non-owned, and hired automobiles covering bodily injury and property damage, including uninsured and underinsured motorist's coverage for limits as shown below.

- \$1,000,000 combined single limit each occurrence OR
- \$1,000,000 bodily per person, per occurrence and property damage per occurrence
- Policy shall be properly endorsed to show **Rock Valley College** as an **Additional Insured** on a primary and noncontributory basis.

4. UMBRELLA LIABILITY:

The policy shall cover excess of Employers Liability, General Liability, and Automobile Liability with underlying limits as shown in items 1, 2, and 3 and shall also name Rock Valley College as an **ADDITIONAL INSURED** on a primary noncontributory basis with the following limits.

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate

5. PROFESSIONAL LIABILITY:

Should this contract provide for Professional services, such as, but not limited to, Athletic Trainers, Sports Medicine, Counseling, Dental, Medical, Psychological, and Contractors, the vendor shall purchase and maintain Professional Liability coverage for the services to be rendered for limits not less than:

- \$1,000,000 per claim or occurrence, \$3,000,000 aggregate
- The vendor shall furnish **Rock Valley College** a certificate of insurance and policy endorsement as evidence of coverage, in addition to those coverages as required in paragraphs, 1, 2, and 3.

6. BUILDER'S RISK INSURANCE:

Should this contract provide for construction, the vendor shall purchase and maintain builder's risk insurance as required by Section 11.2.1 of the A201 General Conditions or as otherwise required by the College.

Should any of the above policies be written on a claims-made basis, the policy date or retroactive date shall predate the contract. The Additional Insured provisions as contained in these paragraphs shall be maintained for a period of not less than five years after the expiration and or nonrenewal of this Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained as shown above.

Specifications and Instructions For HVAC Modifications BID# 23-01

Background

Rock Valley College is a comprehensive two-year community college in Rockford, Illinois, offering more than 100 courses for transfer, career programs, and certificates. Rock Valley College is accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools. Rock Valley College is also recognized by the Illinois Board of Higher Education and by the Illinois Community College Board.

Objective

The objective for this project is to conduct work at the Advanced Technology Center (ATC) located in Belvidere, IL. This project will consist of replacing the existing roof and a new air handling unit to help better control the humidity inside the Computer Numerical Control (CNC) Lab. The College is also seeking to remove and replace several areas of the parking lot at the ATC. Finally, construction of a new simulator lab for heavy equipment operation and the Truck Driver Training program. All items may not be constructed based on final costs of the proposal. The bid will contain several alternates for the project.

Access to Project Specifications and Blue Prints

Bid documents are available from the following locations:

1. DG Printing
728 N. Prospect St, Ste 109
Rockford, IL 61107
Email: Print@printrockford.com
815-961-0000
2. NIBCA (for members only)
1111 S. Alpine Rd, Ste 202
Rockford, IL 61108
815-229-5636

Award of Order

This bid will be awarded to the lowest responsible bidder considering conformity with specifications, terms of delivery, quality and serviceability. The College will accept the bid which is considered to be in the best interest of the college. All such contracts are contingent upon approval by the Board of Trustees of Rock Valley College, District No. 511.

Upon award of this bid, the successful bidder will execute an AIA A101 agreement, a copy of which is included in the Specifications. The College and bidder's contract shall also incorporate the AIA A201 General Conditions, as amended, a copy of which is also included in the Specifications.