

SECTION 00 21 13
INSTRUCTIONS TO BIDDING CONTRACTORS

All terms and conditions of the Bidding Contractor's General Contracting Master Services Agreement between the Board and General Contractor (under Board report 21-1117-PR5 and related renewals and supplementals) are made a part of this document.

1. ELECTRONIC BIDDING:
 - A. As of June 5, 2020, Illinois School Code has been updated and signed into Law to allow for accepting of electronic bidding. Vendors will no longer need to mail in, or drop off, their paper submissions with original signatures and seals.
 - B. Electronic bids will still be due at 2pm on the date advertised in the Bid solicitation. Each bid reading will be streamed at the link (provided by Procurement).
2. BID DOCUMENTS:
 - A. Downloadable bid documents, in electronic PDF format, are available to each Bidding Contractor upon request to the Architect of Record. If printed copies are required by the Bidding Contractor, prints shall be made, at the Contractor's expense, from the electronic format provided by the Architect of Record. Printed copies/sets of the Bidding Documents will not be provided by the Architect of Record to any Bidding Contractor.
 - 1) Bidding Contractors are to contact the Architect of Record to arrange for acquisition of the Bidding Documents.
 - B. At the time Bidding Documents are acquired from the Architect of Record, the Bidding Contractor shall provide the Architect of Record with contact information, including names of primary individuals and addresses, and all other information as required by the Architect of Record for use when distributing Addenda, if any, during the Bid period.
 - C. If an electronic copy of any Bidding Document received by a Bidding Contractor, including an Addendum, cannot be opened and viewed, the Bidding Contractor should immediately notify the Architect of Record and coordinate acquisition of another copy of the Bidding Documents or Addendum. Copies of Bidding Documents will not be provided to Bidding Contractors less than 4 working days before the Bid due date.
3. PRE-BID MEETING
 - A. A pre-Bid meeting will be held at the place and time stated in Section 00 11 16 - Invitation to Bid.
4. RECEIPT AND OPENING OF BIDS
 - A. Bids will be received and opened at the place and time stated in Section 00 11 16 Invitation to Bid. CPS will not be conducting in-person bid readings, however, all bid readings will be available for public viewing by livestream.

5. BIDDING CONTRACTOR'S REPRESENTATIONS

- A. By submitting a Bid, the Bidding Contractor represents:
- 1) The Bidding Contractor fully understands the site conditions for the Work.
 - 2) The Bidding Contractor's Bid is based upon the materials, equipment, assemblies, and systems required by the Bidding Documents without exception.

6. PREPARATION AND PRESENTATION OF BIDS

- A. Bid Form: Bids must be submitted on the Bid Form (Section 00 41 13) issued with this document. Bids in any other form may be rejected. Any incomplete form may be rejected. Bid must indicate category of work, name and address of the school, name of the project, the date the Bids are due and all base Bid, alternate, unit cost and allowance information called for in this Project Manual. If any of the above information is missing from the Bid Form, notify the Architect of Record for clarification.
- B. Bid Preparation: All Bidding Contractors must sign their full firm name, address, zip code, and telephone number. All alternate prices, unit prices, manufacturers' names, or any other information called for must be provided as part of the Bid. Failure to provide the prices or information may constitute an incomplete form and the Bid may be rejected.
- C. Bid Modifications/Qualifications: All Bidding Contractors are advised that any modifications to the Bid Form or qualification to their Bid price may result in disqualification of their Bid. All clarifications to these documents will be made only by written addenda issued by the Architect of Record. Bidding Contractors are advised to submit prices for the work only in accordance with these documents or as modified by addenda.
- D. Bid Presentation: Each Bid must be submitted electronically via Bonfire.
- E. Bid Guarantees: The Bid must be accompanied by a Bid guarantee in the amount stated in the Invitation to Bid to ensure:
- a. Non-withdrawal of the Bid after the date and time of opening.
 - b. Execution of the Contract and the furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidding Contractor, all as required by the Contract Documents.

The Bid Bond shall be in a form and issued by a surety acceptable to the Board, and licensed as a surety by the State of Illinois; as per the General Contracting Services Master Agreement.

7. TIME OF ACCEPTANCE AND WITHDRAWAL

- A. Time of Acceptance: Bidding Contractors are required to hold firm their Bid prices for sixty (60) days after Bid opening, but if any Bidding Contractor is required to furnish additional information or clarify his Bid, then the Bidding Contractors are required to hold firm their Bid prices and the time of acceptance will be extended for the period necessary to furnish the additional information or clarify the Bid. Thereafter, at the option of the Bidding Contractor, at any time prior to award by the Board, the Bid may be withdrawn, but only by written notice.
- B. Withdrawal of Bid(s): Any Bidding Contractor may withdraw its Bid, either personally or by written request, at any time prior to the scheduled time for opening Bids.

8. ACCEPTANCE OR REJECTION OF BIDS

- A. The Board reserves the right to accept any Bid which it deems most favorable to the interest of the Board or to reject any or all Bids or any portion of any Bid submitted, and reserves the right to disregard any informality in the Bids and bidding, when the best interest of the Board will be served by such action.

9. COMPLIANCE WITH LAWS, ORDINANCES, REGULATIONS AND CODES

- A. The Bidding Contractor must at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State and City and other local government agencies, that may in any manner affect the preparation of Bids.

10. INSURANCE

- A. See Section 00 73 00 - Supplemental Conditions; Section 5 Contractor/Subcontractor Insurance, for specific insurance requirements.

11. PERFORMANCE AND PAYMENT BOND

- A. Each Bidding Contractor must include in his Bid the premium cost for the payment and performance bond in the full amount of the Base Contract Price. If the Bidding Contractor fails to furnish the performance bond within seven (7) working days after acceptance of the Bidding Contractor's Bid by the Board, the Bid acceptance may be rescinded and the Bidding Contractor may be precluded from further bidding with the Board. The payment and performance bond must be issued by a surety acceptable to the Board and licensed by the State of Illinois.

12. EXAMINATIONS

- A. Before submitting Bids, Bidding Contractors must carefully examine the premises to familiarize themselves with existing conditions and to fully understand the nature and scope of work included.
- B. Before submitting Bid(s), Bidding Contractors must carefully examine the Drawings, Specifications and related documents, to fully familiarize itself with the requirements of the work and the conditions under which the work will be executed.
- C. Such examinations are presumed and no allowance will be made for extra labor or materials necessary, or any other cost or expense on account of any conditions encountered that might have been foreseen had examinations been made.

13. DISCREPANCIES AND ADDENDA

- A. Should a Bidding Contractor, during its examination of the Contract Drawings, Specifications, and related documents, or after its visit to the site, find any discrepancies, omissions, ambiguities, or conflicts between the Contract Documents, the Bidding Contractor should immediately report their findings to the Architect of Record. As deemed necessary, the Architect of Record will issue a clarifying Addendum to all Bidding Contractors. The Addendum will become a part of the Contract Documents.
 - 1) Addenda will be issued to all Bidding Contractors known by the Architect of Record as having received a complete set of Bidding Documents.
 - 2) Addenda will be issued to each Bidding Contractor in the format indicated by the Bidding Contractor at the time Bidding Documents are acquired.

- 3) All Contractor Requests for Clarifications shall be issued to the Architect of Record by no later than five (5) working days before the Bid due date.
- 4) All Addenda will be issued so as to be in the hands of all Bidding Contractors by no later than four (4) working days before the Bid due date.
- 5) Each Bidding Contractor is responsible for verifying, prior to submitting a Bid, that the Bidding Contractor has received all Addenda issued, and the Bidding Contractor shall indicate receipt on the Bid Form.

14. INTERPRETATION

- A. Any question or doubt as to the true meaning and intent of the Drawings or Specifications must be referred to the Architect/Engineer of Record for response. Oral responses by the Architect/Engineer of Record or Board's Representative are not binding on the Board.

15. ALLOWANCES

- A. Bidding Contractors must include all Allowances stipulated in the specifications. These are costs of materials or items to be purchased and paid for as a part of the Contract Price and must include all overhead, profit, insurance, etc., typically included in the Base Bid.
- B. See Division 01 and the Bid Form of these Specifications for any Allowances for this project that must be included in the Bid. Specific requirements may also be included elsewhere in the Contract Documents.

16. ALTERNATES

- A. Each Bidding Contractor must state in the Bid Form the amount to be added or credited to the Base Bid for making the changes listed under any Alternates. The work involved for the change must also include all overhead costs and profit, and incidental additions and adjustments as may be necessary or required by such change. Refer to Drawings and Specifications for further information.
- B. The Board reserves the right to accept or reject any or all Alternates. Bidding Contractors must note that, as provided for in the Bid, the amounts bid on the Alternates and unit prices must be held firm until the date stated in the Bid. Failure to provide alternate prices as requested may be cause for rejection of the entire Bid.
- C. See Division 01 and the Bid Form of these Specifications for any Alternates for this project that must be included in the Bid. Specific requirements may also be included elsewhere in the Contract Documents.
- D. The Board may elect to accept an Alternate after award of the contract. This work will be added as a change order based on the cost(s) indicated at the time of Bid.

17. SIGNATURES AND VALUES ON BID FORMS

- A. Bid Forms are provided with the Bidding Documents issued by the Architect of Record. (Refer to Section 6, "Preparation and Presentation of Bids") Blank spaces for bid prices must be filled in with both words and figures. In case of any discrepancy in the amount bid, the correct total of the price expressed in written words will govern.
- B. Signatures –
 - 1) If the Bidding Contractor is a corporation, the Bid must be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation.

- 2) If the Bidding Contractor is a partnership, the Bid must show the name or style under which the partners are doing business and be signed by a partner.
- 3) If the Bidding Contractor is an individual, the Bidding Contractor must sign the Bid in person, stating the name or style, if any, under which he is doing business.
- 4) If the Bidding Contractor is a joint venture, all documents must be signed by all firms and officers of each firm.
- 5) In every case, the Bid must show telephone number and present business address of the Bidding Contractor at which address communications will be received and service of notice accepted.

END OF SECTION