



3501 Kishwaukee Street
P.O. Box 7480
Rockford, IL 61126-7480
815-387-7400
815-387-7538 (FAX)

Donald Massier, President
Lloyd Hawks, Vice President
Rick Pollack, Clerk/Treasurer
Elmer Jones, Trustee
John Sweeney, Trustee
Timothy S. Hanson, District Director

INVITATION TO BID
ROTORK AERATION TANK DROPLEG ACTUATORS
BID #17-208

March 17, 2017

Name of Bidding Firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Bid Opening Time and Date:

Bids will be accepted until the specified opening time and date. Any bid delivered after the opening time and date will be refused.

Bid Deposit/Bid Bond: Yes
Prevailing Wage: No
Performance Bond: No

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

SEND BIDS TO:

Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

Bid results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held the fourth Monday of the month. Please call 815-387-7425 or visit www.rwrwd.dst.il.us

I
NOTICE
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID
Rotork Aeration Tank Dropleg Actuators

The Rock River Water Reclamation District will receive sealed, signed bids for **Rotork Aeration Tank Dropleg Actuators** at the District's offices, 3501 Kishwaukee Street, until 2:00 p.m. on Friday, March 31, 2017.

The scope of this bid involves furnishing and delivering **Rotork Aeration Tank Dropleg Actuators** to the District.

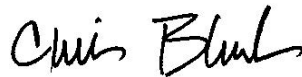
Each bid must be accompanied by cash or a certified or bank cashier's check on a solvent bank or trust company, drawn to the order of the Rock River Water Reclamation District, or an acceptable Bid Bond on the form attached, in an amount not less than ten percent (10%) of the total bid price. This sum is a guarantee that, if the bid is accepted, a contract will be entered into.

The District reserves the right to reject all or part of any and all bids, for any reason. The District may accept all or part of any bid or waive any formalities if it decides such action is in the best interest of the District.

Copies of the Invitation to Bid for review purposes only are available through the Rock River Water Reclamation District web site, www.rrwr.district.il.us. Bid documents for submittal are available by contacting Melinda Roach at the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 (815) 387-7425.

No proposal shall be withdrawn without the consent of the District for 60 days after the scheduled time of receiving the proposals.

The District will confirm any award decision in writing, to the successful bidder.



Chris Black
Business Manager
Rock River Water Reclamation District

II
GENERAL SPECIFICATIONS AND INSTRUCTIONS
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID
ROTORK AERATION TANK DROPLEG ACTUATORS

2.1 Bid Preparation

Where applicable, the bidder shall submit his bid on the forms the District provides in this document. **The bidder shall complete all applicable blanks.** He may submit additional information, as he believes necessary on his stationery, under signature of the authorized representative who completes this document's forms.

If this Invitation to Bid contains inconsistencies between sections, Section III - Detailed Specifications shall supersede Section II - General Specifications, which shall supersede Section I - Notice. **No warranty is made or implied as to information contained in these specifications.**

An authorized officer or individual must sign the bid. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer whose title is affixed and is authorized to sign for the firm.

All prices and notations shall be in ink or typewritten. The respondent may cross out mistakes and type corrections adjacent to the point of error. The person who signs the bid shall initial such corrections, in ink. **If the District finds a bidder's entry to be illegible, at its sole discretion, it may reject the bid.**

2.2 Submission of Bids

The District **will not** receive bids in an electronic format or by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as **"Invitation to Bid #17-208, Rotork Aeration Tank Dropleg Actuators"** **The District cannot ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify his bid envelope.**

Mailing labels should be addressed to:
Rock River Water Reclamation District
P.O. Box 7480
Rockford, IL 61126-7480

Bids sent via package delivery service should be addressed to:
Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

If the bidder chooses to hand-deliver his bid, he shall deposit it with the Administration Building Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

2.3 Illinois Department of Human Rights Registration Number

All bidders inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number at the time bids are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the

documents you receive). **Any bid that does not include this number in the Fair Employment Affidavit of Compliance will be considered non responsive and will not be read.** The following link may be used to access the website where the number can be obtained:

http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor_On_Line_Renewal.aspx

2.4 Bid Security

Each bid must be accompanied either by cash, an original certified or bank cashier's check on a solvent bank or trust company, or a bidder's bond (form attached) from acceptable surety, drawn to the order of the Rock River Water Reclamation District in an amount of not less than ten percent (10%) of the bid price, issued by a surety company licensed to conduct business in the State of Illinois and named in the current list of "Surety Companies Acceptable On Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Failure to provide a Bid Security in the amount specified will constitute sufficient cause for rejection of the bid.

Within three (3) days after the opening of bids, the bid securities of all but the three lowest bidders will be returned. The bid security of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening of bids. The bid security of the successful bidder will be returned only after he has duly executed the contract and furnished the required insurance.

2.5 Taxes

This District is exempt, by law, from paying bidder Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the bidder shall exclude those taxes from his bid. The District's tax exemption number is E9992-3696-07. The bidder shall include all applicable taxes in his bid price.

2.6 Withdrawal of Bids

At any time prior to the scheduled bid opening, the respondent may withdraw his bid. In order to do so, he shall submit a written request to the Business Manager.

2.7 Acceptance of Bid

The District may reject all or part of any or all bids, for any reason. The District may accept all or part of any bid or waive any bidding formalities if it decides such action is in the District's best interest.

The District will only consider bids that conform to the intent of this document. The District will reject bids that contain one or more exceptions if the District determines that non-conforming bids deviate from the intent of these specifications. The District's decision shall be final, and the District's procurement procedures contain no appeal provision.

2.8 Laws and Regulations

The bidder who is awarded the contract shall comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Rock River Water Reclamation District and the respective cities and villages in which the professional service is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

2.9 Terms

A. Payments to the Successful Bidder. If the District receives an acceptable invoice for conforming service prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

B. Default. In case of default, the District will procure the service described in this Invitation to Bid from other sources. The District shall hold the defaulting successful bidder responsible for any excess cost incurred. The defaulting successful bidder shall make such payment no more than 60 calendar days after the District notifies him, in writing, of such an occurrence.

C. Brand Substitutions. No brand substitutions allowed.

D. Delivery Hours. Unless otherwise specified, all items shall be delivered to: Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

E. F.O.B. Point and Shipping Charges. All prices shall be quoted F.O.B. destination, Rock River Water Reclamation District, Rockford, Illinois. All shipping, handling and freight charges shall be included in the bid amount.

F. Use of District Name Prohibited. In the absence of the District's written permission, the successful bidder shall not use the District's name in any form or medium of public advertising.

2.10 Addenda

If the District issues written addenda, such addenda shall become part of the contract documents. The District will mail the addenda:

- A. not less than 3 working days prior to the bid opening date;
- B. via mail or facsimile transmission;
- C. to each recipient of the specifications, at either the:
 1. address to which the District mailed the original bid document;
 2. corrected address the prospective respondent subsequently furnished; or
 3. facsimile number the prospective respondent sent the District.

In the absence of the prospective bidder's written notice of his facsimile number, the District will provide addenda via mail.

A bidder that does not receive the District's addenda, and who has previously submitted a bid, shall not be relieved from any obligation in the bid he submitted.

2.11 Contract Form

No more than 10 business days following the bid award, the successful bidder shall submit a completed Contract Form to the District's Business Manager. The Contract Form is part of this Invitation to Bid. By their mutual agreement, the successful bidder and District may supplement this contract form or replace it with an alternative document. If the successful bidder fails to complete the agreed upon Contract Form within the specified time, he shall be in material default.

2.12 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to perform services in conformity with this Invitation to Bid, the District shall notify him in writing. If the successful bidder fails to correct the performance deficiency to the District's satisfaction within five working days after he receives the District's notice, he shall be in default. If the same performance deficiency recurs despite the District's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The District may, at its sole discretion, terminate the contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.9.B of this Invitation to Bid.

B. Early Termination. The District, in its sole option, may terminate the contract prior to the expiration date. In such an event, the District shall notify the successful bidder in writing. District shall likewise state the reason(s) for termination. If early termination occurs for the District's convenience and the successful bidder is in compliance with all of the terms and conditions of the contract, the District will not hold said bidder to be in material default.

C. District's Action Following Contract Termination. If the contract is terminated, the District, at its sole option, may:

1. request new **Rotork Aeration Tank Dropleg Actuator** bids or
2. designate the next-low bidder to provide the **Rotork Aeration Tank Dropleg Actuators** provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Rotork Aeration Tank Dropleg Actuators** contract.

2.13 Deliveries

The successful bidder shall ship all merchandise as follows: F.O.B. Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries shall conform to the requirements stated in this Invitation to Bid.

In the unlikely event that the District is picketed by its employees or by a third party, or if any labor-management dispute between the District and its employees or third parties becomes known to the successful bidder, then in such event and during the course of any such picketing or labor-management dispute, the successful bidder shall continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

Time of delivery is part of the District's consideration of each bid.

2.14 "No Bid" Response Form

In the event you elect not to bid, please fill out and return the attached "No Bid" form.

2.15 Indemnification Clause

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to

attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/ contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the successful respondent/contractor or its subcontractor under any employee benefits act including, but not limited, to the Workers' Compensation Act.

No inspection by the District, its employees, or agents shall be deemed a waiver by the District of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

2.16 Force Majeure

The obligations of either the District or the successful bidder shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the District or the successful bidder being rendered unable wholly or in part by force majeure to carry out its obligations under the **Rotork Aeration Tank Dropleg Actuators** contract, other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

2.17 Insurance

A. The successful respondent/contractor shall, for the duration of the contract, maintain the following:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.

Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by statute and Employers' Liability limits of \$500,000 per accident and \$500,000 per disease.

Umbrella: \$2,000,000 per occurrence/aggregate.

The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The District, its officers, officials, employees, and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.
2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.

The successful respondent's/contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

B. Proof of Insurance – Certificate of Insurance and Additional Insured Endorsements. No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance to prove that it has obtained all required insurance and bonds. The Certificate of Insurance shall state Rock River Water Reclamation District is additional insured under the commercial general liability and automobile liability on a primary, non-contributory basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability shall be provided. The District shall be the sole judge as to the acceptability of any such proof.

C. Correction of Successful Bidder's Insurance Deficiencies. If the District determines that the successful bidder's insurance or documentation does not conform to these specifications, the District shall inform said bidder of the non-conformity. If said bidder fails to provide conforming insurance or documentation within five calendar days of the District's notice, he shall be in default.

D. Best's Ratings.

1. Alphabetical Rating. For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," Excellent, in the current Best's Key Rating Guide shall be acceptable to the District.

2. Financial Size Rating. Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

- a. If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.
- b. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District's Business Manager and/or the District's insurance consultant for review.

Financial Size ratings less than VII are not acceptable and will disqualify the respondent/contractor.

E. Suitability of Insurance. The District shall be the sole judge of whether an insurer's rating is satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

2.18 Responsive/Responsible Bidder

A. Evaluation of Responsiveness. The responsiveness of bidders will be judged on the basis of the completeness of the bid submitted. To be responsive, a Bid must be submitted on the forms provided as part of the Bid Documents and comply with all the requirements of the Invitation to Bid.

B. Evaluation of Responsibility. To be judged as responsible, the bidder shall:

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
2. Be able to comply with the required completion schedule for the project;
3. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;
4. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
5. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

III
DETAILED SPECIFICATIONS
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID
Rotork Aeration Tank Dropleg Actuators

3.1 Purpose

This Section contains a detailed description so that qualified bidders may submit formal **Rotork Aeration Tank Dropleg Actuators** bids.

3.2 Minimum Requirements

A. General specification multi-turn electric actuators

1. General. The actuators shall be suitable for use on a nominal 480 volt, 3phase, 60 Hz power supply and are to incorporate motor, integral reversing starter, local control facilities and terminals for remote control and indication connections housed within a self-contained, sealed enclosure.

There shall be eight (8) actuators provided to replace the existing Rotork Actuators Operating the aerations control valves, BFV205 – BFV212. Actuators shall be Rotork Model IQM12, FA10A. Modulating Duty, Watertight Enclosure Rating, Folomatic CPT control card for use with the existing Rotork Gearbox.

As a minimum the actuators should meet the requirements set out in EN15714-2 and ISA SP96.02

In order to maintain the integrity of the enclosure, setting of the torque levels, position limits and configuration of the indication contacts etc. shall be carried out without the removal of any actuator covers and without mains power over an Infra red or *Bluetooth*® wireless interface. Sufficient commissioning tools shall be provided with the actuators and must meet the enclosure protection and certification levels of the actuators. Commissioning tools shall not form an integral part of the actuator and must be removable for secure storage/authorized release. In addition, provision shall be made for the protection of configured actuator settings by a means independent of access to the commissioning tool. Provision shall be made to disable *Bluetooth*® communications or only allow a *Bluetooth*® connection initiated by an Infra-Red command for maximum security.

The actuator shall include a device to ensure that the motor runs with the correct rotation for the required direction of valve travel irrespective of the connection sequence of the power supply.

2. Actuator Sizing. The actuator shall be sized to guarantee valve closure at the specified differential pressure and temperature. The safety margin of motor power available for seating and unseating the valve shall be sufficient to ensure torque switch trip at maximum valve torque with the supply voltage 10% below nominal. For linear operating valves, the operating speed shall be such as to give valve closing and opening at approximately 10-12 inches per minute unless otherwise stated in the data sheet. For 90° valve types the operating time will be specified.

3. Environmental. Actuators shall be suitable for indoor and outdoor use. The actuator shall be capable of functioning in an ambient temperature ranging from -33°C(22°F) to 70°C(140°F), up to 100% relative humidity. Actuators for hazardous area applications shall meet the area classification, gas group and surface temperature requirements specified in data sheet.

4. Enclosure. Actuators shall be o-ring sealed, watertight to IP66/IP68 7m for 72hrs, NEMA 4, 6. The motor and all other internal electrical elements of the actuator shall be protected from ingress of moisture and dust when the terminal cover is removed for site for cabling, the terminal compartment having the same ingress protection rating as the actuator with the terminal cover removed.

Enclosure must allow for temporary site storage without the need for electrical supply connection.

All external fasteners shall be plated stainless steel. The use of un-plated stainless steel or steel fasteners is not permitted.

5. Motor. The motor shall be an integral part of the actuator, designed specifically for valve actuator applications. It shall be a low inertia high torque design, class F insulated with a class B temperature rise giving a time rating of 15 minutes at 40°C(104°F) at an average load of at least 33% of maximum valve torque. Temperature shall be limited by 2 thermostats embedded in the motor end windings and integrated into its control. Electrical and mechanical disconnection of the motor should be possible without draining the lubricant from the actuator gearcase.

6. Motor Protection. Protection shall be provided for the motor as follows:

- Stall - the motor shall be de-energized within 8 seconds in the event of a stall when attempting to unseat a jammed valve.
- Over temperature - thermostat will cause tripping of the motor. Auto-reset on cooling
- Single phasing - lost phase protection.
- Direction – phase rotation correction.

7. Gearing. The actuator gearing shall be totally enclosed in an oil-filled gearcase suitable for operation at any angle. Grease lubrication is not permissible. All drive gearing and components must be of metal construction and incorporate a lost-motion hammer-blow feature. For rising spindle valves the output shaft shall be hollow to accept a rising stem, and incorporate thrust bearings of the ball or roller type at the base of the actuator. The design should be such as to permit the opening of the gearcase for inspection or disassembled without releasing the stem thrust or taking the valve out of service. For 90° operating type of valves drive gearing shall be self locking to prevent the valve back-driving the actuator.

8. Hand Operation. A handwheel shall be provided for emergency operation, engaged when the motor is declutched by a lever or similar means, the drive being restored to electrical operation automatically by starting the motor. The handwheel or selection lever shall not move on restoration of motor drive. Provision shall be made for the hand/auto selection lever to be locked in both

hand and auto positions. It should be possible to select hand operation while the actuator is running or start the actuator motor while the hand/auto selection lever is locked in hand without damage to the drive train.

Clockwise operation of the handwheel shall give closing movement of the valve unless otherwise stated in the data sheet. For linear valve types the actuator handwheel drive must be mechanically independent of the motor drive and should be such as to permit valve operation in a reasonable time with a manual force not exceeding 400N through stroke and 800N for seating/unseating of the valve.

9. Drive Interface. The actuator shall be furnished with a drive bushing easily detachable for machining to suit the valve stem or gearbox input shaft. The drive bush shall be positioned in a detachable base of the actuator. Thrust bearings shall be sealed for life and the base shall be capable of withstanding five times the rated thrust of the actuator.

The actuator manufacturer shall be responsible for machining the new drive bushings to match the existing Rotork Gear Boxes. The actuator manufacturer shall be required to inspect and measure the existing gear boxes to ensure the proper machining of the new drive bushings. Actuator must direct mount to the existing gear box or include any adaption required to match up.

10. Local Controls. The actuator shall incorporate rotary style local controls for Open, Close and Stop and a Local/Stop/Remote mode selector switch lockable in any one of the following three positions: local control only, stop (no electrical operation), remote control plus local stop only. It shall be possible to select maintained or non-maintained local control.

The local controls shall be arranged so that the direction of valve travel can be reversed without the necessity of stopping the actuator.

The local controls and display shall be rotatable through increments of 90 degrees to suit valve and actuator orientation.

11. Torque and Limits. Torque and turns limitation to be adjustable as follows:
 - Position setting range – multi-turn: 2.5 to 8,000 turns, with resolution to 7.5 deg. of actuator output.
 - Position setting range – direct drive part turn actuators: 90° +/-10°, with resolution to 0.1 deg. of actuator output.
 - Torque setting: 40% to 100% rated torque.

Position measurement – Absolute position measurement should be incorporated within the actuator. The technology must be capable of reliably measuring position even in the case of a single fault. The design must be simple with the minimum amount of moving parts (no more than 5). Technologies such as LEDs or potentiometers for position measurement are considered unreliable and therefore not preferred.

Measurement of torque shall be from direct measurement of force at the output of the actuator. Methods of determining torque-using data derived

from the motor such as motor speed, current, flux etc are not acceptable

A means for automatic “torque switch bypass” to inhibit torque off during valve unseating and “latching” to prevent torque switch hammer under maintained or repeated control signals shall be provided.

The electrical circuit diagram of the actuator should not vary with valve type remaining identical regardless of whether the valve is to open or close on torque or position limit.

12. Remote Valve Position and Status Indication. Four contacts shall be provided which can be selected to indicate any position of the valve; Provision shall be made for the selection of a normally closed or open contact form. Contacts shall maintain and update position indication during handwheel operation when all external power to the actuator is isolated.

The contacts shall be rated for 5mA to 5A, 120V AC, 30V DC.

As an alternative to providing valve position indication any of the four above contacts shall be selectable to signal one of the following:

- Valve opening, closing or moving
- Thermostat tripped, lost phase
- Motor tripped on torque in mid travel, motor stalled
- Remote selected
- Actuator being operated by handwheel
- Actuator fault

Provision shall be made in the design for an additional eight contacts having the same functionality.

A configurable monitor relay shall be provided as standard, which can be used to indicate either Availability or Fault. The relay should be a spring return type with a Normally Open / Normally Closed contact pre-wired to the terminal bung.

The Monitor (availability or fault) relay, being energized from the control transformer will de-energize under any one or more the following conditions:

Available Mode

- Loss of main or customer 24V DC power supply
- Actuator control selected to local or stop
- Motor thermostat tripped
- Actuator internal fault

Fault Mode

- Loss of main or customer 24V DC power supply
- Motor thermostat tripped
- Actuator internal fault

Provision shall be made in the design for the addition of a contactless transmitter to give a 4-20mA analogue signal corresponding to valve travel and / or torque for remote indication when required. The transmitter will auto range to the set limits

13. Local Position Indication. The actuator display shall include a dedicated numeric/symbol digital position indicator displaying valve position from fully open to fully close in 0.1% increments. Valve closed and open positions shall be indicated by symbols showing valve position in relation to the pipe-work to ensure that valve status is clearly interpreted. With mains power connected, the display shall be backlit to enhance contrast at all ambient light levels and shall be legible from a distance of at least 5m (16ft). The display shall remain available when mains power is not available.

Red, green, and yellow LEDs corresponding to open, closed and intermediate valve positions shall be included on the actuator display when power is switched on. The yellow LED should also be fully programmable for on/off, blinker and fault indication. The digital display shall be maintained and updated during handwheel operation when mains power to the actuator is isolated.

The actuator display shall include a fully configurable dot-matrix display element with a minimum pixel resolution of 168 x 132 to display operational, alarm, configuration and graphical datalogger information. The text display shall be selectable between English and other languages such as: Spanish, German, French, and Italian. Provision shall be made to upload a different language without removal of any covers or using specialized tools not provided as standard with the actuator.

The display shall be capable of displaying the actuator serial number and / or valve tag number and shall be configurable by the user.

Datalogger graphical displays should as a minimum be able to display log and trend graphs on the local LCD for the following:

- Torque versus Position
- Number of Starts versus Position
- Number of starts per hour
- Dwell Time
- Average temperature

The main display shall be capable of indicating 4 different home-screens of the following configuration:

- Position and status
- Position and torque (analogue)
- Position and torque (digital)
- Position and demand (positioning)

Provision shall be made for the addition of an optional environmental cover to protect the display from high levels of UV radiation or abrasive materials.

The local controls and display shall be rotatable through increments of 90 degrees to suit valve and actuator orientation.

14. Integral Starter and Transformer. The reversing starter, control transformer and local controls shall be integral with the valve actuator, suitably housed to prevent breathing and condensation. The starter shall be suitable for 60 starts per hour and of rating appropriate to motor size. The controls supply transformer shall be fed from two of the incoming three phases and incorporate overload protection. It shall have the necessary tapping and be adequately rated to provide power for the following functions:

- Energizing of the contactor coils.
- 24V DC output for remote controls (maximum 5W/VA)
- Supply for all the internal electrical circuits.

15. Remote Control Facilities. The necessary control, wiring and terminals shall be provided integral to the actuator enclosure. Open and close external interlocks shall be made available to inhibit local and remote valve opening / closing control. It shall be possible to configure the interlocks to be active in remote control only.

Remote control signals fed from an internal 24V DC (or 110VAC) supply and/or from an external supply between 20V and 60 VDC or 40V and 120VAC, to be suitable for any one or more of the following methods of control:

- Open, Close and Stop control.
- Mid Travel Stop with Full Open for tip forward and full close for tip reverse.
- Open and Close maintained or “push to run” (inching) control.
- Overriding Emergency Shut-down to close (or open) valve from a normally closed or open contact.
- Two-wire control, energize to close (or open), de-energize to open (or close).

Additional provision shall be made for a separate 'drive enable' input to prevent any unwanted electrical operation.

It shall be possible to reverse valve travel without the necessity of stopping the actuator. The motor starter shall be protected from excessive current surges during rapid travel reversal. The internal circuits associated with the remote control and monitoring functions are to be designed to withstand simulated lightning impulses of up to 2kV.

16. Monitoring Facilities. Facilities shall be provided for monitoring actuator operation and availability as follows:

Actuator text display indication of the following status/alarms:

- Closed Limit, open limit, moving open, moving closed, stopped
- Torque trip closing, torque trip opening, stalled
- ESD active, interlock active
- Thermostat trip, phase lost, 24V supply lost, Local control failure
- Configuration error, Position sensor failure, Torque sensor failure
- Battery low, power loss inhibit

Integral datalogger to record and store the following operational data:

- Opening last /average torque against position
- Closing last /average torque against position
- Opening motor starts against position
- Closing motor starts against position
- Total open/closed operations
- Maximum recorded opening and closing torque values
- Event recorder logging operational conditions (valve, control and actuator)

Configurable service alarms indicated on local display and via feedback contacts:

- Open torque Levels
- Close Torque Levels
- Starts per Hour
- Total number of starts
- Total number of output turns

The datalogger shall record relevant time and date information for stored data.

Datalogger data shall be accessed via non-intrusive *Bluetooth®* communication and data displayed on the local LCD. Sufficient standard intrinsically safe tools shall be provided for downloading datalogger and actuator configuration files from the actuators and subsequent uploading to a

PC. The actuator manufacturer shall supply PC software to enable datalogger files to be viewed and analyzed.

17. Wiring and Termination. Internal wiring shall be tropical grade PVC insulated stranded cable of appropriate size for the control and 3-phase power. Each wire shall be clearly identified at each end. The terminals shall be embedded in a terminal block of high tracking resistance compound.

The terminal compartment shall be separated from the inner electrical components of the actuator by means of a watertight seal and shall be provided with a minimum of 3 threaded cable entries with provision for an additional 5 extra conduit entries.

All wiring supplied as part of the actuator to be contained within the main enclosure for physical and environmental protection. External conduit connections between components are not acceptable.

A durable terminal identification card showing a plan of terminals shall be provided attached to the inside of the terminal box cover indicating:

- Serial number
- External voltage values
- Wiring diagram number
- Terminal layout

The code card shall be suitable for the contractor to inscribe cable core identification alongside terminal numbers.

18. Commissioning Kit. Each actuator shall be supplied with a start-up kit comprising installation instruction manual, electrical wiring diagram and cover seals to make good any site losses during the commissioning period. In addition, sufficient actuator commissioning tools shall be supplied to enable actuator set up and adjustment during valve/actuator testing and site installation commissioning. Actuator commissioning should be possible without mains power where necessary.

19. Spare Parts. Provide the following spare parts for this project:

- Two (2) Folomatic/CPT Cards packaged for safe long term storage

20. Performance and Test Certificate. Each actuator must be performance tested and individual test certificates shall be supplied free of charge. The test equipment should simulate a typical valve load, and the following parameters should be recorded.

- Current at maximum torque setting
- Torque at max. torque setting
- Flash test voltage
- Actuator output speed or operating time.

In addition, the test certificate should record details of specification such as gear ratios for both manual and automatic and second stage gearing if provided, drive closing direction, wiring diagram number.

21. Mounting Hardware. District personnel will be responsible for mounting hardware.

3.3 Warranty. The equipment supplier shall unconditionally warrant all components provided for a period of twenty-four (24) months. Supplier shall, upon written notice, furnish new materials to immediately replace and make good, without expense to the District, faulty materials and equipment. Any such new replacement shall likewise be covered by the same warranty period from subsequent installation completion or delivery date. All replacement parts shall be shipped F.O.B. Rockford, Illinois within four (4) weeks of notification and shall be furnished at no additional cost to the District.

3.4 Price Increases are Prohibited. The successful bidder's bid price shall be firm for purchases during the awarded contract period.

3.5 Questions

Interested parties may direct questions concerning this Invitation to Bid by contacting Warren Adam, Plant Operations Supervisor at 815-387-7615.

The District will not interpret specifications for individual bidders. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective bidders.

IV
BID FORM
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID
Rotork Aeration Tank Dropleg Actuators

TO: BOARD OF TRUSTEES
ROCK RIVER WATER
RECLAMATION DISTRICT
P. O. Box 7480
ROCKFORD, ILLINOIS 61126-7480

FROM: _____
(Individual, Partnership or Corporation)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to provide District's **Rotork Aeration Tank Dropleg Actuators** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That he (they) has (have) examined and is (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That he (they) has (have) carefully examined the scope of the required service, and that, from his (their) own investigation, has (have) satisfied himself (themselves) as to the nature and location of the delivery point, the character, quality and quantity of materials, and the kind and extent of equipment and other facilities needed for the performance of the service, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the services or their performance.

C. That this bid is made without any understanding, contract or connection with any other person, partnership, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that he (they) is (are) not barred from bidding as a result of a bid-rigging or bid-rotating conviction.

D. All services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E. That the firm which I (we) represent complies with all applicable requirements of the

Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the District's **Rotork Aeration Tank Dropleg Actuators**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.15 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

F. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. my (our) organization's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

G. In submitting this bid, I (we) understand that the District may reject part or all of any and all bids. I (we) agree that I (we) shall not withdraw this proposal for a period of 60 calendar-days following the scheduled bid opening. I (we) have carefully examined the nature of the service. The cost of all the materials, equipment, and service necessary to complete this contract is given in this Bid.

**BID PRICES FOR ROTORK AERATION TANK DROPLEG ACTUATORS
AS SPECIFIED IN THIS INVITATION TO BID**

Actuator..... \$ _____./Each

Qty. 8 Actuators.....\$ _____ Total

The undersigned acknowledges that he has received Addendum numbers _____,
_____, _____, and realizes that all Addenda are considered part of the Contract.

Date: _____

Bidder:

By:

_____	_____
Print Name of Firm	Authorized Rep's Signature
_____	_____
Print Street Address	Print Rep's Name
_____	_____
Print City, State, Zip	Print Rep's Title
_____	_____
Area Code and Phone Number	Facsimile Number

NOTE: The Rock River Water Reclamation District, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The bidder shall exclude those taxes from his bid.

FOR REVIEW PURPOSES ONLY

**“NO BID” RESPONSE
TO
INVITATION TO BID**

If your firm is unable to submit a bid at this time, would you please provide the information requested in the space provided below and return to:

Rock River Water Reclamation District
P.O. Box 7480
Rockford, IL 61126-7480

Responses can be delivered in person to:

Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

Responses can also be faxed to:

Rock River Water Reclamation District
815-387-7538

We have received Invitation to Bid: **Rotork Aeration Tank Dropleg Actuators**, due at 2:00 p.m. on March 31, 2017.

Reason for not bidding: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: ROTORK AERATION TANK DROPLEG ACTUATORS

NOTE: THE BIDDER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED BID. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT

_____, being first duly sworn, deposes and says that:
(Name of person making affidavit)

They are: _____ of _____
(Officer's Title) (Company Name)

that said company is and "Equal Opportunity Employer" as defined by Section 2000(e) of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

and that said company will comply with any and all requirements of Title 44 Admin. Code 750. APPENDIX A – Equal Opportunity Clause, Rules and Regulations, Illinois Department of Human Rights, which read as follows:

"In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 111. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No. _____ Expiration Date: _____

Signature _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

VI
FORMS OF AFFIDAVIT
ROCK RIVER WATER RECLAMATION DISTRICT
INVITATION TO BID
ROTORK AERATION TANK DROPLEG ACTUATORS

City: _____ **County:** _____ **State:** _____

This Section for Sole Proprietorship:

I, _____ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing bid and that the several matters therein stated are in all respects true.

Signature _____

This Section for Partnership:

I, _____ (name), being duly sworn, depose and say that I am a member of _____ (partnership name), the firm described in and which executed the foregoing bid; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature _____

This Section for Corporation:

We, _____ (representative who signed the Bid Form), and _____ (other corporate officer), being duly sworn, depose and say that we reside in the cities of _____ and _____, respectively, and that we are the _____ (representative's title) and the _____ (other corporate officer's title), respectively, of _____ (corporation name), the firm described in and which executed the foregoing instrument; that we are authorized to complete this form and to enter into this contract on behalf of said corporation; that we have signed our names thereto by like order; and that we have knowledge of the several matters therein stated and they are in all respects true.

(representative's signature)

(other corporate officer's signature)

This Section for a Limited Liability Corporation:

I, _____ (name), being duly sworn, depose and say that I am a _____ (representative's title) of _____ (company name), the company described in and which executed the foregoing proposal; that I am authorized to complete this form and to enter into this contract on behalf of said company and have knowledge of the several matters therein stated and they are in all respects true.

Signature _____

Notarization (required for all successful bidders):

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

County _____

(Seal)

My Commission Expires _____

VII
BID BOND

INVITATION TO BID

ROTORK AERATION TANK DROPLEG ACTUATORS

KNOW ALL MEN BY THESE PRESENT, that we:

_____ (hereinafter called the Principal) and

_____ (hereinafter called the Surety) a

Corporation chartered and existing under the laws of the State of _____

with its principal offices in the City of _____ and authorized to do business in the State of Illinois are held and firmly bound unto the Rock River Water Reclamation District of Winnebago County, Illinois (District), in the full and just sum of Ten Percent (10%) of the bid amount, good lawful money of the United States of America, to be paid upon demand of the District, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the District, a bid for providing **Rotork Aeration Tank Dropleg Actuators**.

WHEREAS, the Principal desires to file this bond, in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW THEREFORE, The conditions of this obligation are such that if the Proposal be accepted, the Principal shall, within ten days after the date of receipt of a written notice of award of Contract, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth therein, in the form and manner required by the District, and execute a sufficient and satisfactory Contract Performance Bond payable to said District in an amount of one hundred percent (100%) of the Contract price (including alternates) in form and with security satisfactory to said District, then this obligation to be void, otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid District, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ____ day of _____, 20____.

(Seal)

ATTEST:

(Seal)

Principal

By _____

Name: _____

Title: _____

Date: _____

Surety

By _____

Name: _____

Title: _____

Date: _____

FOR REVIEW PURPOSES ONLY

VIII
CONTRACT
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID
ROTORK AERATION TANK DROPLEG ACTUATORS

THIS CONTRACT, made and concluded this ____ day of _____, 20____, between the Rock River Water Reclamation District, Illinois, also known as "District," and _____, his/their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Bid attached hereto, to be made and performed by the District, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work in accordance with the specifications hereinafter described, and the District's requirements.

1. Scope

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Form of Affidavit, and exhibits of the Invitation to Bid: **Rotork Actuators**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

Unless the Contractor and the District terminate the Contract by their mutual written Contract in conformity with Section 2.12 of the Invitation to Bid, the Contractor shall provide the District's **Rotork Aeration Tank Dropleg Actuators** at the bid price.

2. Contract Price

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the price of:

_____ (\$_____).

The Contractor's bid price for the **Rotork Aeration Tank Dropleg Actuators** shall be the only basis for payment.

The District shall make payments to the Contractor, in accordance with and subject to the provisions of Section 4 of this Contract.

3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible, professional manner, supplying only delivery and service which meets or exceeds the District's Specifications;
- B. Provide District's **Rotork Aeration Tank Dropleg Actuators** in conformity with the specifications;
- C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- E. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
 1. suits, claims, or actions,
 2. costs, either for defense or for settlements, and
 3. damagesto which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
 - a. in the execution of the Contract, or
 - b. from actions the District or its representatives take on the Contractor's behalf,except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs."
- F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
 1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
 2. document compliance as required,
 3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
 4. prepare and make available all required information and documentation, and

5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.15 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

- G.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
1. the illegality of sexual harassment;
 2. the definition of sexual harassment under Illinois State law;
 3. a description of sexual harassment, utilizing examples;
 4. Contractor's internal complaint process including penalties;
 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
 6. directions on how to contact the Department and the Commission; and
 7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in G1 through G7 above.

- H.** Maintain all specified insurance for the duration of the contract.
- I.** In the absence of the District's written permission, the Contractor shall not use the District's name in any form or medium of public advertising.
- J.** This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

In consideration of and to induce the award of this Contract to him, the Contractor represents and warrants: that he is not in arrears to the District upon debt of the Contract and that he is not a defaulter, as surety, contractor or otherwise; that he is financially solvent and sufficiently experienced and competent to perform the work; that the work can be performed as called for by the Contract; that the facts stated in his proposal and the information given by him is true and correct in all respects, and that he is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

If the Contractor defaults, the District may procure the **Rotork Aeration Tank Dropleg Actuators** described in this Invitation to Bid, from other sources. In such an event, the price the District pays shall constitute the prevailing market price at the time of such purchase and the defaulting Contractor shall pay the District the difference between his bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar-days after the District notifies him, in writing, of such an occurrence.

4. Payments to Contractor

If the District receives an acceptable invoice for conforming service prior to the fifth day of the month, the District shall issue payment before the fifth day of the succeeding month. If received on or after the fifth day of the month, payment will be issued the following month.

5. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the District, and in no case shall such consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

6. Contractor's Responsibility

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

7. Time

The Contractor agrees to all delivery schedules specified in the Invitation to Bid.

FOR REVIEW PURPOSES ONLY

8. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such contracts on behalf of their respective organizations.

Name of Firm - Contractor

By _____
Authorized Signature

ATTEST:

By: _____

Its: _____

Rock River Water Reclamation District
Winnebago County, Illinois

By _____
Director

ATTEST: _____
Business Manager

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)

On this ____ day of _____, 20____, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Chris Black, to me personally known, who, being each by me duly sworn did say that they are respectively, the Director and Business Manager of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Director and Business Manager acknowledge said instrument to be the free act and deed of said District.

Notary Public

(SEAL)