

**Rock River Water Reclamation District  
Rockford, Illinois**

Invitation to Bid

**Equipment Procurement for  
In-Channel Grinding Equipment**

**Capital Project No. 1663**

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I  
**Notice: Invitation to Bid**

**Rock River Water Reclamation District  
Rockford, Illinois**

**Equipment Procurement for In-Channel Grinding Equipment  
Capital Project No. 1663**

The Rock River Water Reclamation District will receive sealed, signed bids for Equipment Procurement for In-Channel Grinding Equipment, Capital Project No. 1663, at the District's office, 3501 Kishwaukee Street, Rockford, Illinois, until 10:00 a.m., Friday, April 21, 2017.

The scope of this work/service includes, but is not limited to, shop drawing submittal for approval, delivery of In-Channel Grinding Equipment and associated appurtenances, and providing equipment startup services in accordance with all specifications.

The low responsive responsible bidder's equipment will be used for system design. The installation project will then be bid and the equipment will be purchased by the District for installation by a general contractor. The general contractor contracted for installation will provide all external systems and connections to the equipment, such as electric power supply, concrete channel preparation, and installation.

No bid shall be withdrawn after the opening of bids without consent of Rock River Water Reclamation District for a period of sixty (60) days after scheduled time of receiving bids.

Each proposal must be accompanied by the District Bid Bond form with an acceptable Surety, see attached, in the amount of ten percent (10%) of the total bid price. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance properly secured.

Copies of bid documents for review purposes only are available through the Rock River Water Reclamation District's website [www.rwrw.dst.il.us](http://www.rwrw.dst.il.us). Bid documents for submittal are available by contacting the Engineering Department at Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109, 815.387.7660.

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 and waive any formalities if it decides such action is in the best interest of the District.



Chris Black, Business Manager  
Rock River Water Reclamation District

## II

### General Specifications and Instructions

#### 2.1 Bid Preparation

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 - Equipment 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 who is authorized to sign for a firm and whose title is affixed.

All prices and notations shall be in ink or typewritten. The bidder 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, it may, at its sole discretion, reject the bid.**

#### 2.2 Submission of Bids

The District **will not** receive bids in electronic format or by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as "**Bid No. 17-408: Equipment Procurement for In-Channel Grinding Equipment, Capital Project No. 1663.**" **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 Bill/Payment Receptionist at 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

### 2.3 Bid Security

Each proposal must be accompanied by a District Bid Bond form (form attached) with an acceptable Bid Security attached, 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 and form specified will constitute sufficient cause for rejection of the bid. This sum is a guarantee that, if the Bid is accepted, a contract will be entered into and its performance properly secured. **The District's Bid Bond Form included in the bid packet must be used.** Failure to provide a Bid Security in the amount and form 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.

### 2.4 Statement of Qualifications

Each proposal shall be accompanied by a Statement of Qualifications that shall include, as a minimum, the following information:

1. Description of specialized experiences and technical competence of the firm and its personnel with regards to the proposed equipment.
2. Catalog cuts and descriptions of the equipment proposed, including materials of construction for all components. **Equipment shall be specifically designed to capture and shred wipes and rags.**
3. A list of similar projects (maximum of 3) undertaken by the supplier. The list shall include a contact name and a telephone number for each project.
4. A statement of project understanding to include a detailed description of the location(s) & suitability of the application of the vendors proposed equipment in response to this invitation for bids. Statement of understanding shall include detailed discussion of proposed equipment's ability to control both width and length of output material (i.e. shredded rags).

### 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 bidder may withdraw his bid. In order to do so, he shall submit a written request to the Engineering Manager.

## **2.7 Acceptance of Bid and Basis of Award**

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.

No bidder may withdraw his bid after the scheduled closing time for receipt of bids for at least sixty (60) days.

## **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, material or equipment supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

### **A. Illinois Regulations**

**1. Prevailing Wage.** The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate, and that the Contractor is aware that filling false records is a Class B Misdemeanor.

The certified payroll records must include the name, address, telephone number, job classification, hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of work each day, for every worker employed on the project. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor. Certified payroll reports shall be submitted on standard IDOT forms.

**2. Steel Products Procurement Act.** Public Act 83-1030 entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract shall be manufactured or produced in the United States with three exceptions. The provisions of this Section shall not apply:

- a. Where the contract involves an expenditure of less than \$500.
- b. Where the executive head of the public agency certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products,

manufactured or produced in the United States would increase the cost of the contract by more than 10%.

- c. When its application is not in the public interest.

## 2.9 Terms

**A. Payments to the Successful Bidder.** Payment will be based on the following schedule: 5% upon submittal of shop drawings, 70% upon delivery of equipment, and 25% upon start-up and acceptance of equipment. If the District receives an acceptable invoice for conforming service, material or equipment 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, material or equipment 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 sixty (60) calendar days after the District notifies him, in writing, of such an occurrence.

**C. Brand Substitutions.** Brand substitutions will not be considered.

**D. Delivery Hours.** Unless otherwise specified, all items shall be delivered to: The 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, IL. 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 Investigation

It shall be the responsibility of the bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make necessary examinations and investigations will be accepted on a basis for varying the requirements of the District or the compensation of the bidder.

## 2.11 Addenda

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

- A. Not less than three (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 bidder subsequently furnished; or
  3. Facsimile number the prospective bidder 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.

### **2.12 Contract Form**

No more than ten (10) business days following the contract award, the successful bidder shall submit a completed Contract Form to the District's Engineering Manager. The Contract Form is part of this Invitation to Bid. If the successful bidder fails to complete the Contract Form within the specified time, he shall be in material default.

### **2.13 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 **Equipment Procurement for In-Channel Grinding Equipment** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.13.C of this Invitation to Bid.

**B. Early Termination.** The District may, in its sole option, terminate the **Equipment Procurement for In-Channel Grinding Equipment** contract prior to the expiration date. In such an event, the District shall notify the successful bidder in writing no less than ten (10) calendar days prior to the revised termination date. 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 may, at its sole option:

1. Request new **Equipment Procurement for In-Channel Grinding Equipment** bids or
2. Designate the next-low bidder to perform the **Equipment Procurement for In-Channel Grinding Equipment**, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Equipment Procurement for In-Channel Grinding Equipment** contract.



## **2.14 Labor Actions**

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.

## **2.15 "No Bid" Response Form**

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

## **2.16 Indemnification Clause**

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents, the Engineer, and the Consultant 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.

## **2.17 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 **Equipment Procurement for In-Channel Grinding Equipment** 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.

## 2.18 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, volunteers, the Engineer, and the Consultant 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, agents, or the Engineer. Endorsements or the General Liability Policy shall not exclude supervisory or inspection services. Additionally insureds endorsement forms CG 20 26 07 04, CG 20 10 07 04, or equivalent form, shall be used. The General Liability policies shall also be endorsed with Form CG 20 37 07 04 to include "products and completed operations coverage." Contractor shall also provide an Additional Insured Endorsement for the automobile policy on Form CA 20 48, or equal.
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.** No more than ten (10) calendar days subsequent to the District's issuance of an award letter and no later than thirty (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 shall state: "This certifies that the insurance coverage meets or exceeds that required for the Equipment Procurement for In-Channel Grinding Equipment, Capital Project No. 1663." 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 is 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.

**F. District Primary.** The successful bidder's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents with respect to liability incurred to the District due to the acts or omissions of the successful bidder.

## **2.19 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.
2. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;
3. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
4. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

### III

#### Equipment Specifications

##### 3.1 General

The District requires municipal waste water solids grinding/shredding equipment, capable of controlling both width and length of solid waste material output.

##### General Requirements

The proposed grinding equipment shall be a complete system including sensors, cables, controls and necessary appurtenances. Materials of construction shall be suitable for installation in the influent channel of wastewater pumping and treatment facilities (hazardous and subject to flooding).

The proposed equipment shall be a factory standard model of current production. Supplier shall be ISO9001 certified, have a minimum of 20 years experience as a manufacturer of municipal wastewater equipment, and a minimum of 500 prior installations of similar equipment.

Equipment shall meet or exceed all applicable ASTM, AISI, and SAE specifications.

Controllers shall meet or exceed all applicable NEMA, NEC, UL, and IEC specifications.

##### Performance & Installation Requirements

**Equipment shall be specifically designed for capturing and shredding wipes and rags.**

The proposed grinder shall be a two (2) shafted design consisting of individual cutters and spacers driven by drive shafts. Cutters shall actively pull material into the stack for grinding and shredding. Equipment shall include two rotating perforated screen drums or coils designed to screen solids from the wastewater and transfer solids to the center of the cutters for grinding and shredding.

##### Installation Summary:

1. Number of grinding units: 1 Each
2. Number of control panels: 1 Each
3. Environment for grinder: Hazardous, subject to flooding
4. Environment for controller: Non-hazardous
5. Supply power: 460 Volt / 3 Phase / 60 Hz
6. Channel Width: 36"
7. Channel Depth: 63"
8. Maximum flow capacity of grinder: 10.5 MGD

Supplier shall include stainless steel frame with integral screen to facilitate installation of standard dimensioned grinder equipment in the above listed channel dimensions. Frame screen shall prevent solids from bypassing the grinder within the channel.

Proposal shall include 60' of submersible cable from motor(s).

Enclosure for the control panel shall be constructed of stainless steel and rated NEMA 4X.

##### 3.2 Definitions

The following words and expressions, or pronouns used in their stead shall, wherever they appear in these specifications, contract, and appendices, be construed as follows, unless a different meaning is clear from the context:

“Contractor” shall mean the supplier of equipment.

“Owner” or “District” shall mean the Rock River Water Reclamation District.

“Engineer” shall mean the Engineering Manager of the Rock River Water Reclamation District.

### **3.3 Scope of Work**

The scope of this work/service includes, but is not limited to, shop drawing submittal for approval, delivery of in-channel grinding equipment and associated appurtenances, and providing equipment startup services in accordance with all specifications.

The low responsive responsible bidder’s equipment will be used for system design. The installation project will then be bid and the equipment will be purchased by the District for installation by a general contractor. The general contractor contracted for installation will provide all external systems and connections to the equipment, such as electric power supply, concrete channel preparation, and installation.

### **3.4 Quality Assurance**

- A. All equipment or components supplied shall meet or exceed the requirements and quality of the items specified.
- B. The design, materials, manufacturing methods, and factory-testing shall be in strict conformance with all applicable sections of the ASME code, and shall bear the standard ASME symbol.
- C. Where applicable the manufacturer shall be listed by Underwriter’s Laboratories.

### **3.5 Product Handling**

- A. Protection: Use all means necessary to protect equipment before and during delivery.
- B. Replacement and Repair: All scratched, dented, and otherwise damaged units shall be repaired or replaced as directed by the Owner.

### **3.6 Regulatory Requirements**

- A. Conform to State of Illinois Plumbing Code
- B. Conform to National Electric Code NFPA 70
- C. Conform to applicable ANSI/HI standards

### **3.7 Submittals**

- A. Three (3) paper copies and one (1) electronic version of shop drawing information shall be submitted within thirty (30) days of contract award for review by Engineer, including:
  - 1. Installation instructions
  - 2. Product data
- B. Shop drawings submitted to ENGINEER will be reviewed and stamped “Approved,” “Approved as Noted,” “Approved as Noted-Resubmit,” or “Not Approved.” CONTRACTOR shall resubmit the above number of corrected shop drawings for all shop drawings stamped “Approved as Noted-Resubmit” and “Not Approved” and will continue this process until shop drawings are stamped “Approved” or “Approved as Noted.” If drawings are stamped “Approved as Noted-Resubmit,” fabrication may proceed in

accordance with the marked up shop drawings. Equipment shall not be shipped until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."

- C. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide three hard copies of the "Approved" or "Approved as Noted," shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy replication of ENGINEER's "Approved" or "Approved as Noted," shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.
- D. Four (4) paper copies and one (1) electronic version of operation and maintenance data including all installation instructions, assembly views, lubrication instructions, and replacement parts lists shall be submitted prior to equipment delivery.
- E. One (1) Electronic AutoCAD drawing of the proposed equipment.

### **3.8 Delivery, Storage and Handling**

- A. Deliver materials to the site in such a manner as to protect the materials from shipping and handling damage. Provide materials on factory provided shipping skids and lifting lugs if required for handling. Materials damaged by the elements should be packaged in such a manner that they could withstand short-term exposure to the elements during transportation.
- B. Store materials in clean, dry place and protect from weather or construction operations.

### **3.9 Warranty**

Provide a minimum two (2) year warranty on all materials. Warranty period shall start upon equipment installation and start-up.

### **3.10 Start-up and Training**

- A. Proposal shall include two (2) half days for start-up services on site (8600 Victory Lane, Machesney Park, IL).

### **3.11 Questions**

Interested parties may direct questions concerning this Invitation to Bid to Rock River Water Reclamation District Engineering Department, (815)-387-7660. The District will not interpret specifications for individual bidders. If the District determines that the specifications need clarified or revised, it will issue an addendum to all prospective bidders.

IV

**Bid Form**  
**Equipment Procurement for In-Channel Grinding Equipment, CIP No. 1663**

TO: Board of Trustees  
Rock River Water  
Reclamation District  
P. O. Box 7480  
Rockford, IL 61126-7480

FROM: \_\_\_\_\_  
(Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Equipment Procurement for In-Channel Grinding Equipment, CIP No. 1663** in compliance with the attached Notice, General Specifications and Instructions, Equipment Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

1. 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.

2. That he (they) has (have) carefully examined the scope of the required service, materials or equipment supplied, 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 and provision of the materials, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the service, materials or equipment or their performance.

3. That this bid is made without any understanding, agreement 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 submitting a bid as a result of a bid-rigging or bid-rotating conviction.

4. All goods and 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.

5. 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 **Equipment Procurement for In-Channel Grinding Equipment, CIP No. 1663**, it will:

- complete all OSHA, ADA, and DOT required supervisory, employee and customer training,



- declares that he currently participates in an apprenticeship or training program that is registered with the United States Department of Labor's Bureau of Apprenticeship and Training or other acceptable State of Illinois Department of Labor monitored program, and upon request, Contractor will be required to provide written proof of participation,
  - document compliance as required,
  - 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,
  - prepare and make available all required information and documentation, and
  - 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.
6. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:
- a. The illegality of sexual harassment;
  - b. The definition of sexual harassment under Illinois State law;
  - c. A description of sexual harassment, utilizing examples;
  - d. My (our) organization's internal complaint process including penalties;
  - e. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
  - f. Directions on how to contact the Department and the Commission; and
  - g. Protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.
7. The firm which I (we) represent agree to the delivery time and liquidated damages stated in these bid documents.

Upon request, my (our) organization will provide the Illinois Department of Human Rights with the information described in 6a through 6g above.

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 bid for a period of sixty (60) calendar days following the scheduled bid opening. I (we) have carefully examined the nature of the service and materials. The cost of all the service, materials, and equipment necessary to complete this contract is given in this bid.

**Bid Price for in-channel grinding equipment**

**As Specified in This Invitation to Bid**

Total Bid Cost: \_\_\_\_\_; \$ \_\_\_\_\_  
(In Writing) (In Figures)

Identification of Non-proprietary Spare Parts and Source Outside of Bidder  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned acknowledges receiving Addendum numbers\_\_\_\_, \_\_\_\_, \_\_\_\_, and realizes that all addenda are considered part of the contract.

Date: \_\_\_\_\_

Bidder: _____	By: _____
Name of Firm	Authorized Signature
_____	_____
Street Address	Print Name
_____	_____
City, State, Zip	Print 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.

**“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  
Attn: Engineering  
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  
815-387-7665

We have received the Invitation to Bid: **Equipment Procurement for In-Channel Grinding Equipment, CIP No. 1663** opening at 10:00 a.m. on Friday, April 21, 2017.

Reason for not submitting a bid: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Company Name

V  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

PROJECT: Equipment Procurement for In-Channel Grinding Equipment, CIP No. 1663

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 to 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, sexual orientation, 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, sexual orientation, 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 Departments 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 contacts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 I11. 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

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

Equipment Procurement for In-Channel Grinding Equipment  
Capital Project No. 1663

KNOW ALL MEN BY THESE PRESENTS, 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 onto the Rock River Water Reclamation District of Winnebago County, Illinois (District), in the full and just sum of: **TEN PERCENT (10%) OF THE TOTAL BID PRICE** 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 proposal for constructing Sanitary Sewers and Appurtenances.

WHEREAS, the Principal desires to file this bond, in accordance with law, to accompany this Proposal.

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\_\_.

*Not to be used for bidding purposes!*

\_\_\_\_\_  
**Principal**

(Seal)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
**Surety**

(Seal)

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VIII

Contract

Equipment Procurement for In-Channel Grinding Equipment, CIP No. 1663

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, Equipment Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the Invitation to Bid: **Equipment Procurement for In-Channel Grinding Equipment**, all Addenda thereto (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 2.13 of part II of these Specifications, the Contractor shall provide the District **Equipment Procurement for In-Channel Grinding Equipment** as specified.

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 total contract price of:

\_\_\_\_\_ (\$ \_\_\_\_\_).

The Contractor fully understands and agrees that his bid price will be the only basis for payment for the contract, and that in the absence of changes to which the District and Contractor agree because of revisions to the scope of the **Equipment Procurement for In-Channel Grinding Equipment**, this contract allows for no price increases.

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 manner, supplying only service, materials, or equipment that meets or exceeds the District's Specifications;
- B. Supply **In-Channel Grinding Equipment and startup services** 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:
  - \* suits, claims, or actions,
  - \* costs, either for defense or for settlements, and
  - \* 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:
  - \* in the execution of the Contract, or
  - \* 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 and Engineer 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 G(1) through G(7) 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.

#### **4. Payments to Contractor**

If the District receives an acceptable invoice for conforming service according to the payment schedule provided 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 written consent of the District, and in no case shall 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 successful bidder shall deliver the specified equipment freight paid to 3333 Kishwaukee Street, Rockford, Illinois 61109. **The equipment shall be delivered within 22 calendar weeks of the Notice to Proceed. Liquidated damages in the amount of \$300 per calendar day shall accrue following this deadline, upon failure to deliver the equipment complete as specified.**

**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 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.

(SEAL)

\_\_\_\_\_  
Notary Public