

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

Bidding Requirements and Contract Forms

for

**Machesney Park Pump Station Standby
Generator 2017-2018**

Capital Project 96-1826

Bidding Requirements and Contract Forms

for

Machesney Park Pump Station Standby Generator 2017-2018

Capital Project 96-1826

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Rock River Water Reclamation District

Engineering Department

July 2017

**ROCK RIVER WATER RECLAMATION DISTRICT
MACHESNEY PARK PUMP STATION STANDBY GENERATOR
CAPITAL PROJECT 96-1826**

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Not to be used for bidding purposes!

SECTION 1
ROCK RIVER WATER RECLAMATION DISTRICT
NOTICE - INVITATION TO BID
MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018

The Rock River Water Reclamation District will receive sealed, signed bids for the **MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018** at the District's offices, 3501 Kishwaukee Street, until 10:00 A.M. on Friday, July 21, 2017, at which time and place all bids will be publicly opened and read aloud.

The scope of this bid involves providing a standby generator set for installation by others. The bid document requests cost for one (1) engine generator set. The generator shall be designed for operation on natural gas. Factory and site testing will be required.

Bid documents may be obtained by contacting the Engineering Department at the Rock River Water Reclamation District, (815) 387-7660, 3501 Kishwaukee St. For more information, visit the District Web page at www.rwrwd.dst.il.us.

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.

No bid shall be withdrawn after the opening of bids without consent of the Rock River Water Reclamation District for a period of 60 days after the scheduled time of receiving bids.

The Rock River Water Reclamation District, reserves the right to reject any or all bids, or any part thereof, or to accept any bid or any part thereof, or to waive any formalities in any bids, deemed to be in the best interest of the Rock River Water Reclamation District.

Requests for information related to this bid should be directed to Matt Campbell, Project Engineer of the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, IL 61109; telephone 815-387-7 684.

Dated this 6th day of July, 2017.



Chris Black – Business Manager
Rock River Water Reclamation District

**SECTION 2
GENERAL SPECIFICATIONS AND INSTRUCTIONS
LIFT STATION STANDBY GENERATORS - 2013**

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 3 - *Detailed Specifications* shall supersede Section 2 - *General Specifications*, which shall supersede Section 1 - *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 by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as "**BID - MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018, CAPITAL PROJECT 96-1826**". The District can not 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
3501 Kishwaukee Street
Rockford, IL 61109

Bids sent via Federal Express 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 4:00 P.M.

2.3 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.

2.4 Bid Security

Each bid must be accompanied either by cash, a certified or bank cashier's check on a solvent bank or trust company, or a Bid Bond 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. This sum is a guarantee that, if the Proposal is accepted, a contract will be entered into and its performance properly secured. **If a Bid Bond is provided it must be submitted on the District's Bid Bond Form included in the bid documents. No other Bid Bond form may be substituted.** 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 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

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

exception to any of the Terms and Conditions specified herein will be rejected as being non-responsive.

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 intends to award this contract, if at all, to the single low bidder for those lift stations selected by the District. The bid price for each lift station needs to include all equipment, materials and labor required to complete the scope of work in total compliance with the contract documents. It shall be the District's decision whether to award this project to the low bidder for the Base Bid or to the low bidder that includes the Alternate Bid item. The District's decision shall be final, and the District's bidding procedures contain no appeal procedure.

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.

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 or material 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 or material 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. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to outline alternatives and provide performance and technical data for evaluation. The Rock River Water Reclamation District will be the sole judge of whether such alternates are equivalent to the items specified. The District reserves the right to waive immaterial variations in the specifications.

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, Illinois 61109. All shipping, handling and freight charges shall be included in the bid amount.

F. Hold Harmless. The successful bidder shall 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 Invitation to Bid. The bidder shall likewise hold harmless and indemnify the District and its representatives from all:

1. suits, claims or actions,
2. costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and
3. damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)

to which the District or its representatives might be exposed by reason of any injury or alleged injury, to the person or property of another:

1. in the execution of the contract to provide the **Machesney Park Pump Station Standby Generator 2017-2018**, or
2. from actions the District or its representatives take on the successful bidder's behalf,

except in cases where such suits, claims, actions, or costs arise from the District's negligence. In such cases, the successful bidder shall not hold the District harmless for the consequences of the District's own negligence, but shall not be relieved of its duty to hold the District harmless for said successful bidder's negligent acts or omissions. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs."

G. 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 document. 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

No interpretation of the meaning of the Bidding Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois. To be given consideration, such request must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written 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, email, 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 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. 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.

2.13 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to provide materials or equipment 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 **Machesney Park Pump Station Standby Generator 2017-2018** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in this Section of this Invitation to Bid.

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

- request new bids or
- designate the next-low bidder to provide the **Machesney Park Pump Station Standby Generator 2017-2018**, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Machesney Park Pump Station Standby Generator** contract.

2.14 Delivery

The successful bidder shall ship all merchandise F.O.B. Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois 61109. Without exception, delivery of all equipment shall be made within **fourteen (14) weeks** from the date shown on the Notice of Award.

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.

2.15 Affidavit of Compliance and Forms of Affidavit

Each proposal must be accompanied by an executed Forms of Affidavit and Fair Employment Practices Affidavit of Compliance, as found in Sections 5 and 6 respectively of this bid document. Failure to submit an executed Affidavit of Compliance with the proposal may constitute sufficient cause for rejection of the bid.

2.16 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.

A. 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 Machesney Park Pump Station Standby Generator, 2017-2018, Capital Project 96-1826.” The District shall be the sole judge as to the acceptability of any such proof.

B. 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.

C. 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.

2.17 Indemnification Clause

The successful bidder shall protect, indemnify, hold and save harmless and defend the Rock River Water Reclamation 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 successful bidder or the Rock River Water Reclamation 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 bidder or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the Rock River Water Reclamation District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful bidder shall have no liability for damages or the costs incident thereto caused by the sole negligence of the Rock River Water Reclamation District.

The indemnification shall not be limited by a limitation on amount or type of damages payable by or for the 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 coverages in the Contract.

2.18 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 **MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018** 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 or by telegraph 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.

SECTION 3
DETAILED SPECIFICATIONS
MACHESNEY PARK PUMP STATION STANBY GENERATOR 2017-2018

3.1 General

It is the intent of these detailed specifications to provide the description necessary to allow qualified bidders to submit formal quotations for the MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017- 2018 Project to the Rock River Water Reclamation District.

Each size of engine-generator shall be a current production model and shall be as manufactured by Cummins, Kohler, MTU, or a District approved equal.

It is the intent of this specification to secure a generator set that has been tested during design, verification, production, and at the final job site. The generator set shall be of the latest commercial design and shall be complete with all of the necessary accessories as specified herein.

The generator supplier will be responsible for providing all coolant and oil for the initial start up of the unit. The District will be responsible for having the natural gas line installed to the generator. Start up services will be required.

The equipment supplied shall meet the requirements of the National Electrical Code, along with all applicable local codes and regulations. All equipment shall be new and of current production of a national firm that shall be responsible for warranty, parts, and service through a local representative. Any and all exceptions to the published specifications shall be submitted in writing at least 5 business days prior to bid opening and shall be subject to the approval of the District via addendum; conditional bids will be considered non-responsive.

The generator set shall conform to the requirements of the following codes and standards:

- CSA C22.2, No. 14 – M91 Industrial Control Equipment.
- EN50082-2, Electromagnetic Compatibility – Generic Immunity Requirements, Part 2: Industrial.
- EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.
- IEC8528 part 4. Control Systems for Generator Sets
- IEC Std 801.2, 801.3, and 801.5 for Susceptibility, Conducted, and Radiated Electromagnetic Emissions.
- IEEE446 – Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- Mil Std 461D –1993. Military Standard, Electromagnetic Interference Characteristics.
- Mil Std 462D - 1993. Measurement of Electromagnetic Interference Characteristics.
- NFPA70 – National Electrical Code. Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.
- NFPA110 – Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit; component level type tests will not substitute for this requirement.

3.2 Scope

The successful bidder shall provide an engine driven generator set that has been factory built and tested, together with all accessories necessary for a complete installation as specified herein. Installation of the generator shall be completed under a separate contract. All equipment and materials supplied as part of this contract shall be new and of current production by a firm which manufactures the generator set and controls. It is the intent of this document to specify the minimum requirements that each generator set must meet.

3.3 Natural Gas Driven Generator Set Requirements

3.3.A Operating Conditions

The generator set shall be of the size required to start two pump motors while all other indicated station features are active, while staying within the maximum indicated voltage dip. The generator set shall be capable of this rating while operating in an ambient temperature range of -20°F to 104°F and an elevation of 700 feet above sea level. The generator set shall be capable of handling the load inrush when starting one pump motor across the line along with all additional phase loads below active, with a maximum voltage dip of 16%.

Station Name	Voltage	Pump Motor HP	Motors Operating	Other Loads
Machesney Park	480, 3 ph	50	2	see below

The existing motor starters and electrical equipment are well used and their condition needs to be considered when sizing the generators. The station is equipped with the following equipment that should be spread over the phases and shall be considered energized during pump motor start-up for generator sizing and voltage dip testing:

Load	Description	Voltage	Est Load (A)	Load (kVA)	OCP D	Termination
1	P-1 Circulation Pump, 50HP	480V-3f	65	54.0	100A	VFD
2	P-2 Circulation Pump, 50HP	480V-3f	65	54.0	100A	VFD
3	Unit Heater, Screening Room	480V-3f	12	10.0	20A	MCC
4	Unit Heater, Screening Room	480V-3f	12	10.0	20A	MCC
5	Hoist, 15HP	480V-3f	21	17.4	35A	MCC
6	Grinder/Bar Screen (5HP and 1 HP)	480V-3f	12	10.0	20A	MCC
7	New Grinder/Bar Screen (5HP and 1 HP)	480V-3f	12	10.0	25A	MCC
8	LIGHT PANEL (Lighting, Roof Exhaust)	208V-3f	50	18.0	100A	MCC-TX
		Total Load	220.7	183.3		

3.3.B Engine

Each generator shall be provided with a natural gas driven engine sized to meet the operating conditions previously stated. All engines shall be 1800 rpm maximum speed and equipped with the following:

- Electronic isochronous governor capable of +0.25% steady-state frequency regulation.
- 12 or 24 volt positive engagement solenoid shift-starting motor.
- Automatic battery charging alternator with solid-state voltage regulation suitable for outdoor installation or installation within the engine generator set enclosure.
- Positive displacement, full pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain.

- Dry-type replaceable air cleaner elements.
- Replaceable natural gas filters Kohler part number 343302 or equivalent.
- Gas pressure regulator Sensus part number 243-8-2 or equivalent.

The naturally aspirated engine shall be fueled with natural gas and be supplied with a unit-mounted electric solenoid fuel shut-off valve, flexible fuel line, and secondary fuel pressure regulator. The engine shall have at least 4 cylinders, and be liquid-cooled by a unit-mounted radiator, blower fan, water pump, and thermostats. This system shall properly cool the engine with up to 0.5 inches H₂O static pressure on the fan in an ambient temperature up to 122°F/50°C.

3.3.C Alternator

Each generator shall be provided with an alternator that meets the following requirements:

- The alternator shall be salient-pole, brushless, 12-lead reconnectable, self-ventilated of drip-proof construction with amortisseur rotor windings and skewed stator for smooth voltage waveform. The insulation shall meet the NEMA standard (MG1-32.40) for Class H and be insulated with epoxy varnish to be fungus resistant per MIL 1-24092. Temperature rise of the rotor and stator shall be limited to 130°C. The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/- 0.50% at any constant load from 0% to 100% of rating. The regulator must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability, and volts-per-hertz operations; and be protected from the environment by conformal coating.
- The alternator shall be a wound field, brushless type alternator with an auxiliary power brushless exciter design. The exciter field shall include a permanent magnet. The magnet is incorporated to assure positive field flashing at startup. The excitation system shall be powered by an auxiliary stator winding that is independent of the main output winding and dedicated solely for field excitation. In one step load and short circuit fault conditions, the power to the field shall be boosted to provide strong recovery or sustained short circuit current support to clean downstream circuit breakers.
- The generator set shall meet ISO 8528-5, level G-2 transient performance requirements.
- The generator shall be inherently capable of sustaining at least 250% of rated current for at least 10 seconds under a 3-phase symmetrical short circuit without the addition of separate current support devices.
- The alternator shall have a single maintenance-free bearing directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.

3.3.D Controller

Each generator set shall be provided with a controller that is mounted on the alternator enclosure with vibration isolation. The controller shall be capable of being remote mounted. The controller shall be capable of facing right, left, or to the rear. The microprocessor control board shall be moisture proof and capable of operation from -40°C to 85°C. Relays will only be acceptable in high-current circuits. The controller shall meet the requirements of NFPA 110, Level 1. It shall be equipped with all accessories to provide all functions and faults required to meet this standard.

All circuitry shall be of plug-in design for quick replacement. The controller shall be equipped to accept a plug-in device capable of allowing maintenance personnel to test the controller performance without operating the engine. The controller shall include the following features as a minimum:

- Fused DC circuit.
- Complete 2-wire start/stop control, which shall operate on closure of a remote contact.
- Speed sensing and a second independent starter motor disengagement system, shall protect against starter engagement with a moving flywheel. Battery charging alternator voltage will not be acceptable for this purpose.
- The starting system shall be designed for restarting in the event of a false engine start, by permitting the engine to completely stop and then re-engage the starter.
- Cranking cyler with 15-second ON and OFF cranking periods.
- Overcrank protection designed to open the cranking circuit after adjustable time, factory set at 75 seconds, if the engine fails to start.
- Circuitry to shut down the engine when signal for high coolant temperature, low oil pressure, or overspeed is received.
- Engine cool-down timer factory set at 5 minutes to permit unloaded running of the standby set after transfer of the load to normal.
- 3-position (Automatic-OFF-TEST) selector switch. In the TEST position, the engine shall start and run regardless of the position of the remote starting contacts. In the Automatic position, the engine shall start when contacts in the remote control circuit close and stop 5 minutes after those contacts open. In the OFF position, the engine shall not start even though the remote start contacts close. This position shall also provide for immediate shutdown in case of an emergency. Reset of any fault shall also be accomplished by putting the switch to the OFF position.
- Alarm horn with silencer switch per NFPA 110.
- Software for the controller and a copy of the factory programming for each generator. One copy of the program shall be provided on CD, which is suitable for all of the engine generators to allow RRWRD adjustment of settings.

Indicating lights shall be provided to signal the following. A test button shall be provided for testing the indicating lights. Terminals shall be provided for each indicating light, plus additional terminals for common fault and common pre-alarm.

- Not-in-Auto (flashing red)
- Overcrank (red)
- Emergency Stop (red)
- High Engine Temperature (red)
- Overspeed (red)
- Low Oil Pressure (red)
- Battery Charger Malfunction (red)
- Low Battery Voltage (red)
- Low Fuel (red)
- Auxiliary Pre-alarm (yellow)
- Auxiliary Fault (red)
- System Ready (green)

3.3.E Instrument Panel

Each generator set shall be provided with an instrument panel that includes the following:

- Dual range voltmeter 3 1/2-inch, +/- 2% accuracy
- Dual range ammeter 3 1/2-inch, +/- 2% accuracy.
- Voltmeter-ammeter phase selector switch.
- Lights to indicate high or low meter scale.

- Direct reading pointer-type frequency meter 3 1/2-inch, 0.5% accuracy, 45 to 65 Hz scale.
- Panel illuminating lights.
- Battery charging voltmeter.
- Coolant temperature gauge.
- Oil pressure gauge.
- Running-time meter.
- Voltage-adjust rheostat

3.3.F Accessories

The generator shall be provided with the following accessories:

- An 80% rated line circuit breaker rated for 600 volts shall be provided. The breaker shall be a molded case type and shall be mounted on the generator. The breaker shall be properly sized for the amperage draw stated previously for each station, and provided with an amp sensor.
- A sound attenuated weather housing. The housing shall be constructed of pre-painted galvanized steel to resist corrosion. **The maximum sound level shall not exceed 70 dBA at a distance of 23 feet.** The housings shall be cleaned, phosphated, and electrocoat painted inside and out with rust inhibiting primer and exterior coating. The exterior coating shall be the manufacturer's standard color. The side panels will be lockable and easily removed for servicing.
- A heavy-duty steel base for mounting all components. The base shall be designed to handle all loads applied by the generator over the entire operating range. The steel base shall be painted with the same system specified previously for the weather housing.
- Engine block heater. Thermostatically controlled and sized to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA-99 and NFPA-110, Level 1.
- Battery rack and battery cables, capable of holding the manufacturer's recommended batteries, shall be supplied.
- 12-volt lead-antimony battery(ies) capable of delivering the manufacturer's recommended minimum cold-cranking Amps required at 0°F, per SAE Standard J-537.
- Automatic float and equalize battery charger with +/- 1% constant voltage regulation from no load to full load over +/-10% AC input line variation, current limited during engine cranking and short circuit conditions, temperature compensated for ambient temperatures from -40°C to +60°C, fused, reverse polarity and transient protected, rated at least 6 amps output.
- The engine exhaust silencer shall be coated to be temperature and rust resistance, and shall be rated for critical applications.
- Two stainless steel flexible fuel lines rated at a minimum of 257°F and 100 psi ending in pipe thread.
- Air cleaner restriction indicator to indicate the need for maintenance of the air cleaners.
- Run relay to provide a three-pole, double-throw relay with 10 amps at 250 VAC contacts for indicating that the generator is running.
- Common failure relay to remotely signal auxiliary faults, emergency stop, high engine temperature, low oil pressure, overcrank, and overspeed via one single-pole, double-throw relay with 10 amps at 120 VAC contacts.
- Generator pre-alarm senders to provide signals for local and/or remote annunciation for engine conditions approaching critical/shutdown parameters.
- Generator rodent guards.

- Vibration isolators between the engine-alternator and the steel base.

3.4 Automatic Transfer Switch – Section Not Used.

3.5 Testing

To assure that the equipment has been designed and built to the highest reliability and quality standards, the manufacturer and/or local representative shall be responsible for three separate tests: design prototype tests, final production tests, and site tests.

3.5.A Design Prototype Tests

Components of the standby system, such as the engine/generator set and accessories, shall not be subjected to prototype tests because the tests are potentially damaging. Rather, similar design prototypes and preproduction models shall be subject to the following tests:

- Maximum power (KW).
- Maximum motor starting (kVA) at 15% instantaneous voltage dip.
- Alternator temperature rise by embedded thermocouple and/or by resistance method per NEMA MG1-32.6.
- Governor speed regulation under steady-state and transient conditions.
- Voltage regulation and generator transient response.
- Harmonic analysis, voltage waveform deviation, and telephone influence factor.
- Three-phase short circuit tests.
- Alternator cooling air flow.
- Torsional analysis to verify that the generator set is free of harmful torsional stresses.
- Endurance testing.

The prototype test information shall be included for each size generator in the submittal package detailed in Specification Section 3.7.

3.5.B Production Tests

Each generator set shall be factory tested under varying loads with guards and exhaust system in place. The manufacturer shall notify the District at least two weeks prior to performing the production tests. The District reserves the right to witness the production testing of the units. The manufacturer shall provide the District with a certified test report prior to shipping the units.

The production test shall include:

- Single-step load pickup.
- Transient and steady—state governing.
- Safety shutdown device testing.
- Voltage regulation.
- Rated Power @ 0.8 PF
- Maximum Power.

3.5.C Site Tests

An installation check and start-up test shall be performed by a qualified representative of the generator manufacturer. The District will notify the manufacturer when the generator unit is ready for the site test. The manufacturer shall complete the site test within fourteen (14) calendar days of receiving this notification. The District shall be notified at least 72 hours in advance of the time and date of the site test. The test shall include:

- Fuel, lubricating oil, and antifreeze shall be checked for conformity to the manufacturer's recommendations, under the environmental conditions present and expected.
- Accessories that normally function while the set is standing by shall be checked prior to cranking the engine. These shall include: block heaters, battery charger, remote annunciator/contacts, etc.
- Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the housing, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line-to-line voltage and frequency, and phase rotation.
- The generator shall be tested by starting the load items in the station, and operating continuously for 30 minutes without any alarm conditions. This start up procedure shall be performed a minimum of 4 times with all equipment operating within normal operating conditions. Voltage dip shall be recorded and reported to the District on each engine generator set's start up report.
- Automatic start-up by means of simulated power outage to test remote-automatic starting, transfer of the load, and automatic shutdown. The District will be responsible for providing and setting up the automatic transfer switch. Engine coolant temperature, oil pressure, and battery charge level, along with generator set voltage, amperes, and frequency shall be monitored throughout the test. An external load bank shall be connected to the system to load the generator set to the nameplate KW rating. The load bank test on each generator shall be for a minimum of 4 hours. The generator shall operate alarm free during the 4 hour load test. If any alarms are encountered, the alarm shall be corrected and a new 4 hour load bank test started. District will provide fuel.
- All generators shall be given a sound level test. Maximum measured sound levels outside the as-installed enclosure shall not exceed the specified noise level at the specified distance when operating at full capacity. Any retesting or modifications to the equipment or enclosure to meet the above requirements shall be approved by the District. All costs of modifications and retesting shall be at no cost to the District. Test reports shall verify that the specified tests have been performed and shall state results. Test results shall be submitted to the District for installation in the Operation and Maintenance manual.

3.6 Bid Submittal

Each bidder shall provide two (2) copies of the information addressing the items listed below to the District along with their bid. The District will review this material to assure that the equipment being proposed meets or exceeds the requirements specified. The material shall be contained in a separate envelope labeled "BID SUBMITTAL". Bids received without the Bid Submittal shall be rejected as being non-responsive. The bid submittal shall contain the following as a minimum:

- Generator set sizing calculations, at a minimum indicating generator capacity rating at specified site conditions, voltage dip at pump start-up, average total run power and percent of de-rated capacity, and other typical parameters.

- Detailed description or Bill of Materials for the size generator being proposed that indicates the components and accessories being provided.
- Application data, weight, and dimension sheet for the size generator being proposed.
- Data sheets, weights, and dimensional prints for the sound enclosure for the size generator being proposed. The data sheets shall indicate the achievable noise level at the distance specified herein.

3.7 Submittals

The Successful Bidder shall provide four (4) sets of submittal packages, for all components, to the District within twenty (20) calendar days from issuance of the Notice of Award. The District will review this material to assure that all components being proposed meet or exceed the requirements of the bid specifications, and will return two (2) sets to the Successful Bidder. The submittal packages shall include, as a minimum, the following material for the size generator being provided:

- Detailed technical data sheets for the generator assembly and enclosure
- Dimensional drawings for the generator and enclosure
- The prototype testing data and certification

3.8 Operation and Maintenance Manuals

The Successful Bidder shall provide four (4) complete sets of operation and maintenance manuals for the generator set to the District, for their review and written approval, at least three (3) weeks prior to shipping the equipment. The District will review the manuals and will return two (2) marked copies of the manuals to the Successful Bidder. After the manuals are revised and approved in writing and prior to shipping the equipment, the Contractor shall prepare three (3) final manuals for each lift station bound in three-ring binders for delivery to the District and one (1) electronic version of each manual on reproducible media. Each final manual shall contain the operation and maintenance material for all components being provided. The manuals shall have a table of contents and labels separating the different components. The manuals shall be project specific with sheets indicating only those components provided to the District. The Successful Bidder shall be required to update the manual to reflect any as-built conditions. Ten percent (10%) of the contract price shall be retained until the District receives approved copies of all manuals.

The manual shall include, but not be limited to, the following:

- Complete information required to allow District personnel to install, adjust, calibrate and operate each component.
- Step by step procedures for initial start up, emergency operation procedures, and complete troubleshooting guides.
- Maintenance instructions shall be provided for all components. Instructions shall include details for disassembling and reassembling components, instructions for ordering spare parts including schematic diagrams, and complete preventative maintenance instructions required to insure satisfactory performance and longevity of the equipment.
- Electrical drawings and electronic schematics shall be provided for all components. The drawings should include terminal numbers required for interconnection with a District provided automatic transfer switch.

3.9 Warranty

The equipment supplier shall unconditionally warrant all equipment provided for a period of twenty four (24) months commencing on the date the site test is successfully completed or thirty (30) months from the date the equipment is received by the District; whichever occurs first. 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.

3.10 Maintenance

The generator set manufacturer and/or its distributor shall maintain a 24-hour parts and service organization. This organization shall be regularly engaged in a maintenance contract program to perform preventive maintenance and service on equipment similar to that specified. The service/repair organization shall be located within 100 miles from the installation location. A service agreement shall be available after the two-year warranty period and shall include system operation under simulated operating conditions, adjustment to the generator set, and switchgear controls as required, and certification in the owner's maintenance log of repairs made and proper functioning of all systems.

3.11 Questions

Interested parties may direct questions concerning this Invitation to Bid to Matt Campbell, Project Engineer, 815-387-7684. Questions can also be e-mailed to mcampbell@rrwr.dst.il.us. 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.

**SECTION 4 – PROPOSAL FORM
MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018
CAPITAL PROJECT 96-1826**

TO: BOARD OF TRUSTEES
ROCK RIVER WATER RECLAMATION DISTRICT
3501 KISHWAUKEE ST.
ROCKFORD, IL 61109

From: _____
(Individual, Partnership or Corporation, as case may be)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to provide the **MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018** in compliance with the attached Notice, General Specifications and Instructions, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, Bid Bond Form, and Contract Form. The Undersigned also affirms and declares:

1. That I (we), have, examined and am (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.
2. That I (we) have carefully examined the site of the work, and that, from my (our) investigation, has satisfied myself (ourselves) as to the nature and location of the work, the character, quality, and quantity of materials to be handled and the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions and all difficulties to be encountered, and all other items which may, in any way, affect the work or its performance.
3. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purposes, and is in all respects fair and without collusion or fraud; and that I (we) are not barred from bidding as a result of a bid-rigging or bid-rotating conviction.
4. That accompanying the Proposal is cash, or a certified check, or a Bidder's Bond in the amount of _____ Dollars (\$ _____) payable to the Board of Trustees of the Rock River Water Reclamation District, which it is agreed, shall be retained as liquidated damages by said Rock River Water Reclamation District if the undersigned fails to execute the Contract in conformity with the contract documents incorporated in the contract documents and furnish bond as specified, within ten (10) days after notification of the award of the contract to the undersigned.
5. The Bidder is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the Contract proposed to be entered into.

6. The Bidder is not in arrears to the Rock River Water Reclamation District, upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Rock River Water Reclamation District.
7. No officer or employee or person whose salary is payable in whole or in part by the District is, shall be or become interested, directly or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this Proposal, or in the performance of the Contract, or in the work to which it is relates, or in any portion of the profits thereof.
8. The Bidder which I represent complies with all applicable requirements of the Americans with Disabilities Act (ADA) and the Occupational Safety and Health Act (OSHA) and that if said bidder is awarded a contract, it will complete all OSHA-required or ADA-required employee and customer training, will make available all required information, and will hold harmless and indemnify the District and the District's representatives.
9. The undersigned, as Bidder, declares that he has adopted and promulgated written sexual harassment policies in accordance with Public Act 87-1257 and will make this information available upon request.
10. The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards, and shall provide certified payroll records as required.
11. The undersigned, as Bidder, declares he will comply with the Federal Drug Free Workplace Act.
12. The undersigned, as Bidder, declares he will comply with Public Act 83-1030 entitled "Steel Products Procurement Act".
13. The undersigned, as Bidder, declares he will comply with Article 2 Public Act 83-1472 regarding Illinois residents employment.
14. The undersigned, as Bidder, declares he will comply with non-discrimination in employment in accordance with the Illinois Fair Employment Practices Commissions Rules & Regulations.

In submitting this bid, it is understood that the right is reserved by the Rock River Water Reclamation District to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

The undersigned further declares that he (they) has (have) carefully examined the following items of work and that the cost of all the work to complete this project is given in this Proposal.

The District has a limited budget for this project. It is our intent to procure as many generators as possible under this contract. Bidders are required to provide costs for each of the generators shown in the Base Bid. The District will reject any bid that does not contain costs for each station.

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 intends to award this contract, if at all, to the single low bidder for those lift stations selected by the District. The bid price for each lift station needs to include all equipment, materials, and labor required to complete the scope of work in total compliance with

the contract documents. It shall be the District's decision whether to award this project to the low bidder for the Base Bid. The District's decision shall be final, and the District's bidding procedures contain no appeal procedure.

Bidders must provide the Bid Submittal as specified in Section 3.6 of this document. Bids received without the bid submittal shall be rejected as being non-responsive.

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. **Any bid received that takes exception to any of the Terms and Conditions specified herein will be rejected as being non-responsive.**

BID

**BID PRICE FOR THE MACHESNEY PARK PUMP STATION STANDBY GENERATOR
2017-2018, CAPITAL PROJECT 96-1826
AS SPECIFIED IN THIS INVITATION TO BID**

DESCRIPTION

TOTAL PRICE

Standby Generator for the Machesney Park Pump Station
with standby power kW rating of:
with an enclosure to provide noise level of ≤ 70 dBA,
all as specified for the total generator set price of:

_____ kW

\$ _____

(In figures)

The undersigned acknowledges that they have received Addendum numbers ____, ____, ____, and realizes that all Addenda are considered part of the contract.

* * * * *

Date: _____

Bidder: _____
(print name of firm)

By: _____
(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 their bid.

Not to be used for bidding purposes!

**SECTION 5 - FORMS OF AFFIDAVIT
MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018
CAPITAL PROJCE 96-1826**

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 _____

My Commission Expires _____

(Seal)

SECTION 6
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: Machesney Park Pump Station Standby Generator 2017-2018, Capital Project 96-1826

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 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 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

SECTION 7 - BID BOND
ROCK RIVER WATER RECLAMATION DISTRICT
MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018
CAPITAL PROJECT 96-1826

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 onto 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 the LIFT STATION STANDBY GENERATORS -2012.

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 Bid 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 Bid and upon the terms, conditions, and prices set forth therein, in the form and manner required by the 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 _____, 2017.

Principal

(Seal)

By _____

Name: _____

Title: _____

Date: _____

ATTEST:

Surety

(Seal)

By _____

Name: _____

Title: _____

Date: _____

Countersigned _____

**ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS
MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018,
CAPITAL PROJECT 96-1826**

THIS CONTRACT, made and concluded this ____ day of _____, _____ between the Rock River Water Reclamation District, Rockford, Illinois (District), acting by and through the Board of Trustees (Board), and _____ (Contractor), his/their executors, administrators, successors or assigns:

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 and furnish the merchandise in accordance with the specifications hereinafter described, and the District's requirements.

1. Scope

Both parties understand and agree that the Notice, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance, Forms of Affidavit, Bid Bond Form, and Contract of the **Bidding Requirements and Contract Forms for MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018, Capital Project 96-1826** 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.

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 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. Provide the **MACHESNEY PARK PUMP STATION STANDBY GENERATOR 2017-2018** 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
- * damages

to 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 Department of Labor Standards, 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 2.9.F 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

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 materials 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.

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 are 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.

The Steel Products Procurement Act, Illinois Public Act 83-1030, 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, as explained in the Instructions to Bidders.

7. Time

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

8. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

**Rock River Water Reclamation District
Winnebago County, Illinois**

(Seal)

By _____
President Board of Trustees

ATTEST: _____
Clerk of the Board

Contractor

(Corporate
Seal)

By _____
Contractor's Officer

Name: _____

Title: _____

Date: _____

ATTEST: _____