



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

Rick Pollack, President
John Sweeney, Vice President
Ben Bernsten, Clerk/Treasurer
Don Massier, Trustee
Elmer Jones, Trustee
Timothy S. Hanson, Executive Director

**ROCK RIVER WATER RECLAMATION DISTRICT
INVITATION TO BID #20-211
OIL & GREASE EXTRACTOR**

June 23, 2020

Name of Bidding Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Bid Opening Time and Date: 2:00 p.m., July 14, 2020

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

Bid Deposit/Bid Bond: NO

Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

SEND BIDS TO:

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

BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

If the Illinois Department of Human Rights registration number has not been obtained, this number must be provided within 5 business days after the date of bid opening.

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

I
NOTICE
INVITATION TO BID
ROCK RIVER WATER RECLAMATION DISTRICT
OIL & GREASE EXTRACTOR

The Rock River Water Reclamation District will receive sealed, signed bids for an **Oil & Grease Extractor** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M. on July 14, 2020.

The Contractor shall furnish and install a Biotage Horizon 3100 Oil & Grease Extractor at the District's laboratory building. The Contractor shall perform and complete the work in the manner best calculated to promote rapid execution consistent with safety of life and property, and in strict accordance with the Contract Documents. The Contractor shall clean up the work area and maintain it during and after completion of his operations until accepted, and shall do all work and pay all costs incidental thereto. The Contractor shall repair or restore all structures and property that may be damaged or disturbed during performance of his work. The Contractor shall notify the Rock River Water Reclamation District at least 48 hours prior to beginning any work.

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

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



Julia Scott-Valdez
Director of Management Services
Rock River Water Reclamation District

II
GENERAL SPECIFICATIONS AND INSTRUCTIONS
INVITATION TO BID
OIL & GREASE EXTRACTOR

2.1 Bid Preparation

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

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

An authorized officer or individual must sign the bid. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer 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. 20-211: Oil & Grease Extractor.**" 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 Main Entrance Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109 between the hours of 8:00 A.M. and 4:30 P.M.

2.3 Illinois Department of Human Rights Registration Number

All bidders inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number. If the number has not been obtained, it must be provided within 5 business days after the date bids are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained:

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

2.4 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 E99923696. The bidder shall include all applicable taxes in his bid price.

2.5 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 Director of Finance.

2.6 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.** All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). 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 filing false records is a Class B Misdemeanor.

Transcripts of certified payroll shall be filed using the IDOL portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>.

- 2. Public Act 83-1472.** Article 2 of Public Act 83-1472 provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as

defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type of work involved.

B. 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:

1. Where the contract involves an expenditure of less than \$500.
2. 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%.
3. When its application is not in the public interest.

2.7 Terms

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

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

C. Brand Substitutions. No brand substitutions allowed.

D. 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.

2.8 Quantities Estimated Only

The estimate of quantities of the various items of work and materials, as set forth in the bid form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of bids and quantities of work performed.

2.9 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.

2.10 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 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. mailing address;
 - 2. email address;
 - 3. facsimile number;
 - 4. or the corrected mailing address, email address, or fax number provided by the respondent.

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

2.11 Contract Form

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

2.12 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to perform services or provide materials 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 **Oil & Grease Extractor** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.7 of this Invitation to Bid.

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

- 1. request new bids or

2. designate the next-low bidder provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Oil & Grease Extractor** contract.

2.13 “No Bid” Response Form

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

2.14 Indemnification Clause

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/ contractor or District, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

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

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

2.15 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 **Oil & Grease Extractor** 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.

2.16 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 coverage for owned, hired or non-owned vehicles, as applicable.

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

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

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

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

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

B. Proof of Insurance – Certificate of Insurance. No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance and primary, non-contributory additional insured endorsements for general and auto liability to prove that it has obtained all

required insurance and bonds. 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 Director of Finance and/or the District's insurance consultant for review.

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

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

2.17 Responsive/Responsible Bidder

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

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

- 1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
- 2. Be able to comply with the required completion schedule for the project;
- 3. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the District;

4. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
5. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

FOR REVIEW PURPOSES ONLY

III
 DETAILED SPECIFICATIONS
 ROCK RIVER WATER RECLAMATION DISTRICT
 INVITATION TO BID
OIL & GREASE EXTRACTOR

3.1 Purpose

This Section contains a detailed description so that qualified bidders may submit formal **Oil & Grease Extractor** bids.

The Contractor shall furnish and install a Biotage Horizon 3100 Oil & Grease Extractor at the District's laboratory building. The Contractor shall perform and complete the work in the manner best calculated to promote rapid execution consistent with safety of life and property, and in strict accordance with the Contract Documents. The Contractor shall clean up the work area and maintain it during and after completion of his operations until accepted, and shall do all work and pay all costs incidental thereto. The Contractor shall repair or restore all structures and property that may be damaged or disturbed during performance of his work. The Contractor shall notify the Rock River Water Reclamation District at least 48 hours prior to beginning any work.

3.2 Minimum Requirements

A. Contract Completion. The successful bidder shall provide and complete installation of the District's **Oil & Grease Extractor** on or before August 31, 2020.

B. Delivery and Installation. The successful bidder shall deliver and install the equipment during normal business hours between 8:00 A.M. and 4:30 P.M., Monday through Friday, except on a District holiday. The District holiday schedule is approved annually by the Board of Trustees and is subject to change. The scheduled holidays for the current fiscal year (5/1/2020 through 4/30/2021) are as follows:

Memorial Day	Veterans Day	Day after Christmas
Independence Day	Thanksgiving Day	New Year's Day
Labor Day	Friday after Thanksgiving	Presidents' Day
Columbus Day	Christmas Day	Good Friday

3.3 Equipment

Bidder shall provide the following equipment and accessories. No alternates will be accepted. The bid price shall be the only basis for payment at project completion.

Biotage Part No.	Description
SPE-DEX 3100	Biotage Horizon 3100 Oil & Grease Extractor Includes extractor module; controller with factory-supplied methods and space for user-created methods; start up consumables.
50-0472	Six (6) sample inlet valves
150-0009-04	Six (6) 53 x 400 mm cap adapters

150-0025	One (1) 33 x 430 mm cap adapter
50-0810-01	Six (6) 90 mm SPE disk holders
50-2818-01	Two (2) stainless steel solvent delivery canisters
1664-100-PHT	One (1) pack of fifty 90 mm SPE extraction disks
49-3120	One (1) pack of fifty water trap drying membranes
50-021-HT	One (1) pack of 20 Oil and Grease 40 mg/L standard

3.4 Installation & Familiarization

Contractor shall install Oil and Grease Extractor and train personnel on its use.

3.5 Warranty

- All components of the system shall be covered by a one-year warranty
- The warranty shall include all parts, labor, and travel time.
- Service representatives shall provide phone assistance within 24 hours of request, except in the case of weekends or holidays.

3.6 Service & Preventative Maintenance

Bid will include Biotage's SER 3100EXT-FYMP first year maintenance plan. This plan includes a 3-day target response time for on-site repairs and a preventative maintenance visit approximately one year after installation. There will be no additional charges for travel, labor, and parts associated with the one-year preventative maintenance visit.

3.7 Questions

Interested parties may direct questions concerning this Invitation to Bid or make an appointment to view building and take measurements by contacting Mary Johnson, District Laboratory Manager at 815-387-7523.

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

IV
BID FORM
INVITATION TO BID
Oil & Grease Extractor

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 **Oil & Grease Extractor** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, Bid Bond Form, Contract Form, and Performance Bond Form.

The Undersigned also affirms and declares:

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

B. That he (they) has (have) carefully examined the scope of the required service, 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 services, materials, or equipment or their performance.

C. 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.

D. 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.

E. 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 **Oil & Grease Extractor** it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these

specifications are subject to all required drug and alcohol testing and are properly licensed,

4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.14 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

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

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

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

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

**BID PRICE
OIL & GREASE EXTRACTOR
AS SPECIFIED IN THIS INVITATION TO BID**

Price, expressed in figures, for all materials, labor, maintenance service, warranty necessary to deliver F.O.B. Rock River Water Reclamation District and install **Oil & Grease Extractor**, in conformity with all specifications in this invitation to bid:

\$_____.

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

Date: _____

Bidder: _____ By: _____
(Print Name of Firm) (Authorized Rep's Signature)

_____ (Print Street Address) _____ (Print Rep's Name)

_____ (Print City, State, Zip) _____ (Print Rep's Title)

_____ (Area Code and Phone Number) _____ (Facsimile Number)

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

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

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

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

Responses can be delivered in person to:

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

Responses can also be faxed to:

Rock River Water Reclamation District
815-387-7538

We have received the Invitation to Bid: **Oil & Grease Extractor**, opening at 2:00 P.M. on July 14, 2020.

Reason for not submitting a bid: _____

BY: _____

Signature

Name & Title, Typed or Printed

Company Name

V
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
INVITATION TO BID
OIL & GREASE EXTRACTOR**

PROJECT: Oil & Grease Extractor

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, 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 Ill. 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
INVITATION TO BID
OIL & GREASE EXTRACTOR**

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 _____

**VII
ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS
CONTRACT
OIL & GREASE EXTRACTOR**

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

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

1. Scope

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the Invitation to Bid: **Oil & Grease Extractor**, 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.

The Successful Bidder shall provide the District's **Oil & Grease Extractor**, including installation and first-year maintenance at the bid price, and a one (1) year warranty from date of final acceptance by the District.

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 contact 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 **Oil & Grease Extractor**, 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.** Deliver and install **Oil & Grease Extractor** 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 un-copyrighted 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 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 2.14 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 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 may perform services at any time during normal business hours. The successful bidder shall make reasonable efforts to minimize disruption to other contractors or employees performing duties in the area.

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 _____
Executive Director

ATTEST: _____
Director of Management Services

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 Julia Scott-Valdez, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Director of Management Services 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 Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said District.

(SEAL)

Notary Public