



ROCK RIVER WATER RECLAMATION DISTRICT

ROCKFORD, ILLINOIS

INVITATION TO BID

Lean Burn AFR Controllers  
BID #15-214

BOARD OF TRUSTEES

Donald Massier ..... President  
Lloyd Hawks ..... Vice-President  
Donald Kerestes ..... Clerk/Treasurer  
Elmer Jones ..... Trustee  
Rick Pollack ..... Trustee

OFFICIALS

Steve Graceffa ..... District Director  
Larry McFall ..... Plant Operations Manager  
Frank Papke ..... Business Manager

February 2015

FOR REVIEW PURPOSES ONLY

I  
NOTICE  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
Lean Burn AFR Controllers

The Rock River Water Reclamation District will receive sealed, signed bids for Lean Burn AFR Controllers at the District's offices, 3501 Kishwaukee Street, until 2:00 p.m. on Wednesday, March 11, 2015.

The scope of this bid involves furnishing and installing **Lean Burn AFR Controllers**.

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

The successful bidder will be required to furnish a satisfactory performance and payment of vendor bonds in the full amount of bid.

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

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

No proposal shall be withdrawn without the consent of the District for 60 days after the scheduled time of receiving the proposals.

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



---

Frank Papke  
Business Manager  
Rock River Water Reclamation District

II  
GENERAL SPECIFICATIONS AND INSTRUCTIONS  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
Lean Burn AFR Controllers

**2.1 Bid Preparation**

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

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

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

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

**2.2 Submission of Bids**

The District **will not** receive bids in an electronic format or by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as **"Invitation to Bid #15-214 Lean Burn AFR Controllers."** **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 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 Administration

Building Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

### **2.3 Bid Security**

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

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

### **2.4 Performance Bond and Payment of Vendor Bond**

The successful bidder shall provide a Performance Bond and Payment of Vendor Bond acceptable to the Rock River Water Reclamation District. The performance bond shall be for either 100% of the contract price or for the successful bidder's unit price times the estimated number of units, as applicable. The performance bond may be for a term of one (1) year but must be renewed annually until the end of the Contract period.

This Invitation to Bid contains a Performance Bond form and Payment of Vendor Bond for the successful bidder's use.

If the successful bidder fails to provide acceptable bonds within the specified time or within ten (10) business days of the annual renewal date, he shall be in default.

### **2.5 Taxes**

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

### **2.6 Withdrawal of Bids**

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

### **2.7 Acceptance of Bid**

The District may reject all or part of any or all bids, for any reason. The District may

accept all or part of any bid or waive any bidding formalities if it decides such action is in the District's best interest.

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

## **2.8 Laws and Regulations**

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

## **2.9 Terms**

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

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

**C. Brand Substitutions.** 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. All shipping, handling and freight charges shall be included in the bid amount.

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

## **2.10 Addenda**

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

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

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

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

## **2.11 Contract Form**

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

## **2.12 Contract Termination**

**A. Bidder's Unacceptable Performance.** If the successful bidder fails to perform services in conformity with this Invitation to Bid, the District shall notify him in writing. If the successful bidder fails to correct the performance deficiency to the District's satisfaction within five working days after he receives the District's notice, he shall be in default. If the same performance deficiency recurs despite the District's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The District may, at its sole discretion, terminate the contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.11.C of this Invitation to Bid.

**B. Early Termination.** The District, in its sole option, may terminate the Lean Burn AFR Controllers contract prior to the expiration date. In such an event, the District shall notify the successful bidder in writing. District shall likewise state the reason(s) for termination. If early termination occurs for the District's convenience and the successful

bidder is in compliance with all of the terms and conditions of the contract, the District will not hold said bidder to be in material default.

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

1. request new **Lean Burn AFR Controllers** bids or
2. designate the next-low bidder to provide the **Lean Burn AFR Controllers**, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable Lean Burn AFR Controllers contract.

### **2.13 Deliveries**

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

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

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

### **2.14 "No Bid" Response Form**

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

### **2.15 Indemnification Clause**

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

of the District.

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

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

## **2.16 Force Majeure**

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

## **2.17 Insurance**

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

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

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

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

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

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



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

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

**B. Proof of Insurance – Certificate of Insurance.** No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance to prove that it has obtained all required insurance and bonds. The District shall be the sole judge as to the acceptability of any such proof.

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

**D. Best's Ratings.**

1. **Alphabetical Rating.** For purposes of this Request for Bids, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," Excellent, in the current Best's Key Rating Guide shall be acceptable to the District.
2. **Financial Size Rating.** Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

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

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

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

## **2.18 Responsive/Responsible Bidder**

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

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

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

III  
DETAILED SPECIFICATIONS  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
**Lean Burn AFR Controllers**

**3.1 Purpose**

This Section contains a detailed description so that qualified bidders may submit formal **Lean Burn AFR Controllers** bids.

**3.2 Minimum Requirements**

**A. Submittals**

1. Drawings, catalog cuts, brochures, and other materials required to completely describe the systems and the equipment being furnished.
2. Air/Fuel Ration Controller System design shall be based on the following engine data:
  - a. Natural Gas Supply Pressure in psig
  - b. Natural Gas Piping Size in inches
  - c. Number of Engine Carburetors
  - d. Turbocharged or Naturally Aspirated
  - e. Number of engine Exhaust Pipes
  - f. Engine Power Output in HP
  - g. Load Range where Control is Required
  - h. Exhaust Temperature in °F
  - i. Exhaust Oxygen Content in percent
3. A list of the included parts shall be provided.
4. O&M Manuals including installation guidelines for the air/fuel ration controller shall be provided in hard copy with the equipment and available electronically for review.

**B. Quality Assurance**

1. The air/fuel ration control system shall be successfully proven in similar stationary applications.
2. Manufacturer /Supplier to have successfully commissioned at least (500) air/fuel ratio control system on stationary reciprocating internal combustion engines within the United States.
3. Manufacturer/Supplier to have at least 10 years experience supplying air/fuel ratio control system equipment for stationary reciprocating internal combustion engines within the United States.
4. The following shall be tested for accuracy by the AIRFC Manufacturer prior to shipment:

- a. Controller ECM Modules
- b. Wiring
- c. Complete Set of Parts in Box Prior to Shipping

**C. Shipping and Handling**

1. Equipment, material, and spare parts will ship to Rock River Water Reclamation District complete.
2. Contractor to store equipment indoors until ready for installation.

**D. Maintenance** The air/fuel ratio controller supplier shall maintain an adequate stock, within the United States, of maintenance/replacement parts for the system, including complete controller kits.

**E. Warranty** All equipment supplied under this section shall be warranted by the manufacturer for a period of 12 months from when the equipment is placed into service, or 18 months from the date equipment is available for shipment, whichever occurs first. The specifics of the warranty should be included within the quotation.

**F. Air/Fuel Ratio Control Systems for Lean-Burn, Natural Gas Engines**

1. Acceptable Suppliers: Miratech Corporation
2. The engines shall be furnished with an air/fuel ratio control system to control the oxygen content of the exhaust over a range of loads, speeds, and ambient conditions. Control of the exhaust oxygen content is critical for optimum engine operation.

**G. Air/Fuel Ratio System**

1. Control System Enclosure
  - a. Shall be rated for NEMA 12 service.
  - b. Shall be a wall or panel mounted, with a latching front door.
  - c. Shall allow wire entries on the bottom or sides.
  - d. Shall have a display in the front door.
2. Engine Control Module (ECM)
  - a. Shall be a sealed unit to prevent the intrusion of water or contaminants.
  - b. Shall be Microprocessor-based.
  - c. Shall operate on 24 Volt DC input power.
3. Control Valve
  - a. Shall use a butterfly valve in the main fuel supply line downstream of the final cut fuel pressure regulator, immediately upstream of the carburetor(s), for full-authority control.
  - b. Fuel control valve shall operate on a pulse width modulated (PWM) signal.
  - c. Contractor shall verify pipe size at carburetor inlet(s) and match valve size.
  - d. Valve body shall be wafer style, with adapters to transition to NPT fuel pipe furnished by AFRC supplier.

4. Control Strategy
  - a. Shall be pre-catalyst, closed loop, exhaust oxygen feedback control.
  - b. Shall use a MAP Sensor and RPM signal to determine engine load and speed for determining target control valve position.
  - c. Shall be capable of controlling two fuel metering valves simultaneously for dual-bank engines.
  - d. Shall use heated, universal (wide-band) exhaust oxygen sensors (UEGO sensor).
  - e. Shall have K-type thermocouple inputs to allow reading pre and post catalyst thermocouples.
  - f. Controller shall allow for multiple O2 sensor setpoints at various loads/speeds in order to optimize the setpoint target at varying conditions.
5. Communications
  - a. Shall communicate with a computer with a Windows operating system over a null-modem RS 232 interface. Software for setup and monitoring the system shall be supplied with the equipment.
  - b. Shall have full system diagnostics which can be displayed on the software to system monitoring and troubleshooting.
  - c. Provide ModBus-RTU adaptor for connection to Customer SCADA
6. Miscellaneous Materials. The AFRC supplier shall furnish the following end devices to ensure compatibility.
  - a. Full authority control valve(s) and 50' valve wiring harness(es).
  - b. Universal Exhaust Gas Oxygen (UEGO) sensor(s) and matching 50' wiring harness.
  - c. O2 Nut threaded coupling adapter for 18mm O2 UEGO sensor.
  - d. Manifold Absolute Pressure (MAP) sensor and 50' wiring harness.
  - e. Manifold Air Temperature (MAT) sensor and 50' wiring harness.
  - f. Magnetic Pickup (MAG PU) speed sensor and 50' wiring harness.

#### H. Examination

1. Contractor shall verify pipe size at carburetor inlet prior to ordering AFRC; AFRC control valve shall be matched to the fuel line size.
2. Contractor shall quantity and installation locations of control valve(s), UEGO sensor(s) and other end devices prior to ordering equipment.

#### I. Installation

1. **Installer must be qualified and approved by Miratech.**
2. Install equipment in accordance with manufacturers Installation, Operation, and Maintenance manuals.
3. Electrical installation shall comply with local codes and NEC
4. Controller installation shall comply with the following guidelines:
  - a. Control panel shall be near the engine.
  - b. Ensure controller is connected to a reliable ground; do not rely on mechanical contact between control enclosure and engine skid for grounding.

- c. Controller should be mounted in a location so that no wiring harnesses to end devices exceed 50 feet
  - d. Controller should be rigidly mounted to avoid vibration.
  - e. Controller location shall afford convenient access for operators to view display and for technicians to connect a laptop for set up and adjustment.
5. Route all wiring harnesses away from hot surfaces.
  6. UEGO sensor installation location should have good air flow; if mounted in insulated pipe, follow manufacturers recommendation on acceptable insulation clearance around sensor.

**J. Start-up/Tuning**

1. Start-up and Tune in the AFRC in accordance with manufacturers Installation, Operation, and Maintenance manuals.
2. Engine should be in good working condition prior to attempting start-up. Check condition of fuel system (fuel switch-over system, pressure regulators, carburetors, governor linkages, etc) to ensure stable operation. Check condition of ignition system and replace/clean/re-gap spark plugs, ignition wires, coils, etc., as necessary.
3. Check exhaust system and repair leaks as needed. Exhaust manifold leaks upstream of the UEGO sensor can draw air into the manifold and cause faulty UEGO readings and poor AFRC operation.
4. Operate engine at normal minimum, maximum, and intermediate loads/speeds, adjust target table axes (MAP and RPM) as needed to tailor controller to the application. Adjust UEGO targets to achieve desired residual exhaust O2-%. Perform initial set-up on primary fuel (digester gas), check settings when operating on secondary fuel (natural gas).

**K. Training.** Contractor shall provide training for operations staff on AFRC theory, operation, and troubleshooting.

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

**3.3 Questions**

Interested parties may direct questions concerning this Invitation to Bid by contacting Dan Pollard, Operations Lead Person at 815-387-7638.

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

IV  
BID FORM  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
**Lean Burn AFR Controllers**

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

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

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

Trustees:

I (We) the undersigned hereby propose to provide and install District's **Lean Burn AFR Controllers** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

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

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

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

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

**E.** That the firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA),

rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the District's Lean Burn AFR Controllers, 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 2.13 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)

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

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

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

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

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



**BID PRICES FOR Lean Burn AFR Controllers  
AS SPECIFIED IN THIS INVITATION TO BID**

**Lean Burn AFR Controllers**.....\$\_\_\_\_\_.

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

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

Bidder:

By:

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

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

For Review Purposes Only

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

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

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

Responses can be delivered in person to:

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

Responses can also be faxed to:

Rock River Water Reclamation District  
815-387-7538

We have received Invitation to Bid: **15-214 Lean Burn AFR Controllers**, due at 2:00 p.m. on March 11, 2015.

Reason for not bidding: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Review Purposes Only

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

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

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

# FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: **Lean Burn AFR Controllers**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

VI  
FORMS OF AFFIDAVIT  
ROCK RIVER WATER RECLAMATION DISTRICT  
INVITATION TO BID  
Lean Burn AFR Controllers

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

**This Section for Sole Proprietorship:**

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

Signature \_\_\_\_\_

**This Section for Partnership:**

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

Signature \_\_\_\_\_

**This Section for Corporation:**

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

\_\_\_\_\_  
(representative's signature) (other corporate officer's signature)

**This Section for a Limited Liability Corporation:**

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

Signature \_\_\_\_\_

**Notarization (required for all successful bidders):**

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

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

County \_\_\_\_\_

(Seal)

My Commission Expires \_\_\_\_\_

VII  
BID BOND

INVITATION TO BID

**Lean Burn AFR Controllers**

KNOW ALL MEN BY THESE PRESENT, that we:

\_\_\_\_\_ (hereinafter called the Principal) and

\_\_\_\_\_ (hereinafter called the Surety) a

Corporation chartered and existing under the laws of the State of \_\_\_\_\_

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

WHEREAS, the Principal is about to submit, or has submitted to the District, a bid for providing **Lean Burn AFR Controllers**.

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

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

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

(Seal)

ATTEST:

\_\_\_\_\_

(Seal)

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

By \_\_\_\_\_

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

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

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

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

By \_\_\_\_\_

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

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

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

For Review Purposes Only

VIII  
CONTRACT  
ROCK RIVER WATER RECLAMATION DISTRICT

INVITATION TO BID  
Lean Burn AFR Controllers

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

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

**1. Scope**

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

Unless the Contractor and the District terminate the Contract by their mutual written Contract in conformity with Section 2.12 of the Invitation to Bid, the Contractor shall provide the District's **Lean Burn AFR Controllers** at the bid price.

**2. Contract Price**

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

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

The Contractor's bid price for the **Lean Burn AFR Controllers** shall be the only basis for payment.

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

### 3. Contract Execution

The Contractor shall:

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



defined in Section 2.15 from all:

- a. Suits, claims, or actions;
- b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
- c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)

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

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

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

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

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

If the Contractor defaults, the District may procure the **Lean Burn AFR Controllers** described in this Invitation to Bid, from other sources. In such an event, the price the

District pays shall constitute the prevailing market price at the time of such purchase and the defaulting Contractor shall pay the District the difference between his bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar-days after the District notifies him, in writing, of such an occurrence.

**4. Payments to Contractor**

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

**5. Subcontracts**

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

**6. Contractor's Responsibility**

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

**7. Time**

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

For Review Purposes Only

**8. Seals**

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

\_\_\_\_\_  
Name of Firm - Contractor

By \_\_\_\_\_  
Authorized Signature

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Rock River Water Reclamation District  
Winnebago County, Illinois

By \_\_\_\_\_  
Director

ATTEST: \_\_\_\_\_  
Business Manager

STATE OF ILLINOIS  
COUNTY OF WINNEBAGO

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

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

(SEAL)

IX  
PERFORMANCE BOND

INVITATION TO BID

**Lean Burn AFR Controllers**

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Rock River Water Reclamation District has awarded to:

\_\_\_\_\_ hereinafter designated as the

“Principal”, a contract, dated, \_\_\_\_\_, for the Rock River Water Reclamation District.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are firmly bound unto the Rock River Water Reclamation District in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Rock River Water Reclamation District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. The Rock River Water Reclamation District shall be named as beneficiary on this Performance Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

Countersigned \_\_\_\_\_

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

By \_\_\_\_\_

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

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

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

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

By \_\_\_\_\_

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

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

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

For Review Purposes Only

X  
LABOR & MATERIAL PAYMENT BOND

INVITATION TO BID

**Lean Burn AFR Controllers**

TO: \_\_\_\_\_ Contractor Name  
\_\_\_\_\_ Contractor City, State

KNOW ALL MEN BY THESE PRESENTS:

That: \_\_\_\_\_ (Contractor)

as Principal, and \_\_\_\_\_

a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Rock River Water Reclamation District, as Oblige, for the use and benefit of claimants as hereinafter defined in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_ Entered into a Contract with Oblige for \_\_\_\_\_ in accordance with contract documents prepared by the Rock River Water Reclamation District which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.
2. Nothing in this Bond contained shall be taken to make the Oblige liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Oblige within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the

principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor for the Oblige, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Oblige and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Oblige of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Oblige relative to claims made against this Bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CONTRACTOR**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_

ATTEST

\_\_\_\_\_

Corporate Secretary (Corporations only)