



3501 Kishwaukee Street
Rockford, IL 61109
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 #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR**

June 16, 2021

Name of Bidding Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Bid Due Time and Date: 2:00 p.m., July 7, 2021

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

Bid Deposit/Bid Bond: YES

Performance Bond: NO

Prevailing Wage: YES

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

SEND BIDS TO:

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

If bidders choose to hand-deliver their bid, they shall be deposited in the Bid Box in the vestibule of the Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

The Illinois Department of Human Rights registration number must be provided with the bid on the bid due date.

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.rwrwd.dst.il.us

**SECTION I
NOTICE**

**INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

FOR REVIEW PURPOSES ONLY

I
NOTICE
INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR

The Rock River Water Reclamation District will receive sealed, signed bids for **Cogeneration Engines 1 and 3 Complete Overhaul Parts and Labor** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M. on July 7, 2021.

All Bids shall be submitted by Waukesha Qualified Service Providers only.

The scope of this bid involves furnishing, **delivering and installing Cogeneration Engines 1 and 3 Complete Overhaul Parts and Labor to the District. The District will only award parts and labor to one bidder.**

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

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

Copies of the Invitation to Bid for review purposes only are available through the Rock River Water Reclamation District web site, www.rwrwd.dst.il.us. Bid documents for submittal are available by contacting Procurement at MRoach@rwrwd.illinois.gov or (815) 387-7425.

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

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



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

**SECTION II
GENERAL SPECIFICATIONS AND INSTRUCTIONS**

**INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

FOR REVIEW PURPOSES ONLY

II
GENERAL SPECIFICATIONS AND INSTRUCTIONS
INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR

2.1 Bid Preparation

Where applicable, the bidder shall submit their bid on the forms the District provides in this document. **The bidder shall complete all applicable blanks.** They may submit additional information as they believe necessary on their 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 their bid in a sealed envelope, clearly marked as **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor.** **The District can not ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify their 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 bidders choose to hand-deliver their bids, they shall deposit them 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 at the time bids are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in this document). Bidders shall include with their bid, the certificate from the IDHR or an IDHR document indicating the bidder has submitted an application for the number. The following link may be used to access the website where the number can be obtained:
<https://www2.illinois.gov/dhr/PublicContracts/Pages/default.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 their bid. The District's tax exemption number is E9992-3696. The bidder shall include all applicable taxes in their bid price.

2.5 Withdrawal of Bids

At any time prior to the scheduled bid opening, the bidder may withdraw their bid. In order to do so, he shall submit a written request to the Director of Management Services.

2.6 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.

2.7 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/prevaling-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.

2.8 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 them, in writing, of such an occurrence.

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

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. F.O.B. Point and Shipping Charges. All prices shall be quoted F.O.B. destination, Rock River Water Reclamation District, 3333 Kishwaukee St., Rockford, Illinois, 61109. All shipping, handling and freight charges must be included in the bid amount.

E. 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.

2.9 Quantities Estimated Only

The estimated 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.

2.10 Investigation

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

2.11 Addenda

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. Address to which the District mailed the original bid document;
 - 2. Corrected address the prospective bidder subsequently furnished; or
 - 3. Email address prospective bidder furnished; or
 - 4. Facsimile number the prospective bidder sent the District.

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

A bidder that does not receive the District's addenda, and who has previously submitted

a bid, shall not be relieved from any obligation in the bid he submitted.

2.12 Contract Form

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

2.13 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to perform services or provide materials in conformity with this Invitation to Bid, the District shall notify them 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 **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.8B 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 **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor** bids or
2. designate the next-low bidder to perform the **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor** contract, provided that said next-low bidder agrees to their original bid terms.

The District may repeat this option until it obtains an acceptable **Cogeneration Engines 1 & 3 Complete Overhaul & Labor** contract.

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 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, for the duration of the contract, shall 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, official 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 Management Services 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 Form, Preparation, and Presentation of Bids

If the bid contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the bid, the unit price as expressed in figures will govern.

2.19 Responsive/Responsible Bidder

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

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

1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain such by subcontracts;
2. Be able to comply with the required completion schedule for the project;
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.

**SECTION III
DETAILED SPECIFICATIONS**

**INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

FOR REVIEW PURPOSES ONLY

III
DETAILED SPECIFICATIONS
INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR

3.1 Purpose

This Section contains a detailed description so that qualified bidders may submit formal **Cogeneration Engines 1 and 3 Complete Overhaul Parts and Labor** bids. **The District will only award parts and labor to one bidder.**

3.2 Minimum Requirements

Provide parts and labor for Cogeneration Engines 1 and 3 Complete Overhaul. **ONLY ONE ENGINE AT A TIME MAY BE DOWN FOR REBUILD.**

All Bids shall be submitted by Waukesha Qualified Service Providers only.

A. Parts. See table below for required parts **included but not limited to. For example, replacement turbo chargers, waste gate valves, and an oil pump may be needed.** Waukesha remanufactured part or OEM must reference the serial # on each engine for correct parts. All parts must be supplied by Waukesha. No will fit parts will be accepted.

Generator 1: Model # L5794LT, Series Four, S/N: 5283700225

Generator 3: Model # L5794LT, Series Four, S/N: 5283700230

Component	Part #	Quantity
Cylinder Heads	REM-CG205002G	24
Head Gasket Set	G-977-69	24
Rod Bearing	A205210	24
Cylinder Kit	G-932-297	24
Side Cover Seals	153121A	24
Crank Shaft Bearings	PART #	18

B. Labor. Provide all labor needed for **Cogeneration Engines 1 and 3 Complete Overhaul Parts & Labor** including but not limited to replacement of cylinder heads, rods and bearings, crank shaft bearings, pistons and rings, including cylinder kits.

3.3 Warranty

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

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

3.5 Payments to the Successful Bidder

Section 2.8A of this Invitation to Bid contains the District's general payment requirements.

3.6 Questions

Interested parties may direct questions concerning this Invitation to Bid to by contacting Dan Pollard, Maintenance Mechanic at 815-543-1456.

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.

FOR REVIEW PURPOSES ONLY

**SECTION IV
BID FORM**

**INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,

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

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

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

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

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

The selected bidder shall enter into a Contract with the District/Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract shall be executed by the Contractor/Vendor and returned, together with the Insurance Documents and Performance Bond (if applicable) within ten (10) calendar days after it has been mailed to the Contractor. Two copies of the contract shall be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section XIII for a sample copy of the agreement.

**BID FORM CONT'D.
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR
AS SPECIFIED IN THIS INVITATION TO BID**

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

Price, expressed in figures, for delivery F.O.B. Rock River Water Reclamation District, of **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor**, in conformity with all specifications in this invitation to bid (Provide separate line items for parts and labor):

Cogeneration Engines 1 & 3 Complete Overhaul PARTS for two engines

Parts Total: \$ _____.

Cogeneration Engines 1 and 3 Complete Overhaul LABOR for two engines

Labor Total: \$ _____.

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

Date: _____

By signing this bid, I/we, the bidder(s), agree to the terms of the bid, bid requirements, addenda, and contract.

Bidder: _____
(Print Name of Firm)

By: _____
(Authorized Rep's Signature)

(Print Street Address)

(Print Rep's Name)

(Print City, State, Zip)

(Print Rep's Title)

(Area Code and Phone Number)

(Facsimile Number)

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

**“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: **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor** opening at 2:00 P.M., July 7, 2021.

Reason for not bidding: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW PURPOSES ONLY

**SECTION V
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF
COMPLIANCE**

**INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

V

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR

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 _____

**SECTION VI
FORMS OF AFFIDAVIT
INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

FOR REVIEW PURPOSES ONLY

VI
FORMS OF AFFIDAVIT
INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

Bidder City: _____ Bidder County: _____ Bidder 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 _____

**SECTION VII
BID BOND**

**INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

VII
BID BOND
INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS & LABOR

KNOW ALL MEN BY THESE PRESENT, that we:

_____ (hereinafter called the Principal) and

_____ (hereinafter called the Surety) a

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

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

WHEREAS, the Principal is about to submit, or has submitted to the District, a bid for providing **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor**.

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

**SECTION VIII
CONTRACT SAMPLE**

**INVITATION TO BID #21-214
COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL
PARTS & LABOR**

**VIII
CONTRACT**

ROCK RIVER WATER RECLAMATION DISTRICT

COGENERATION ENGINES 1 & 3 COMPLETE OVERHAUL PARTS AND LABOR

THIS CONTRACT, made and concluded this ____ day of _____, 20____, between the Rock River Water Reclamation District, Illinois, also known as "District," and _____ 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 their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work and furnish the merchandise in accordance with the specifications hereinafter described, and the District's requirements.

1. Scope

Both parties understand and agree that the 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: **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor**, 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.

The Successful Bidder shall provide the District's **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor** including delivery, at the bid price, and a 24-month 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 contract price of:

_____ (\$_____).

The Contractor fully understands and agrees that their bid price, delivered F.O.B. 3333 Kishwaukee St., Rockford, IL will be the only basis for payment for the contract's duration, and that in the absence of changes to which the District and Contractor agree because of revisions to the scope of the **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor**, 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 the **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor** 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 they may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents he/she/they, his/her/their 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:
 1. suits, claims, or actions,
 2. costs, either for defense or for settlements, and
 3. 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:
 - 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.** The Steel Products Procurement Act, Illinois Public Act 83-1030, requires that steel products used or supplied in performance of this Contract or subcontract shall be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.
- J.** 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.
- K.** 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 them, the Contractor represents and warrants: that they are not in arrears to the District upon debt of the Contract and that they are not a defaulter, as surety, contractor or otherwise; that they are 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 their proposal and the information given by them is true and correct in all respects, and that they are 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 their information was secured by personal investigation and

research.

If the Contractor defaults, the District may procure **Cogeneration Engines 1 & 3 Complete Overhaul Parts & Labor** 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 their bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar-days after the District notifies them, 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 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. Counterparts

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

8. Time

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

9. 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 S. 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