



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

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

REQUEST FOR PROPOSALS #18-216
NATURAL GAS MANAGEMENT & PROCUREMENT SERVICE

August 23, 2018

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Date and Time: September 13, 2018, 2:00 P.M.

Proposals will be accepted until the specified due date and time. Any proposal delivered after the due date and time will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage: NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

SEND PROPOSALS TO:

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

PROPSOSALS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

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

Proposal 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



ROCK RIVER WATER RECLAMATION DISTRICT

NOTICE

REQUEST FOR PROPOSALS

NATURAL GAS SUPPLY MANAGEMENT AND PROCUREMENT SERVICE

The Rock River Water Reclamation District will receive sealed, signed proposals for **Natural Gas Supply Management and Procurement Service** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M. on Thursday, September 13, 2018.

The scope of this proposal involves Natural Gas Supply Management and Procurement Service as specified in this document.

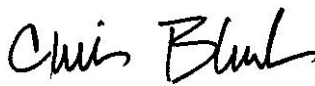
No proposal shall be withdrawn after the opening of proposals without consent of the Rock River Water Reclamation District for a period of 60 days after the scheduled time of receiving proposals.

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

Copies of the Request for Proposal for review purposes only are available through the Rock River Water Reclamation District web site, www.rwrwd.dst.il.us. Proposal 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.

Request for information related to this proposal should be directed to Larry McFall, Plant Operations Manager of the Rock River Water Reclamation District, 3501 Kishwaukee Street, P.O. Box 7480, Rockford, IL 61126-7480; Telephone 815-387-7584; or by the TDD Relay Service at 800-526-0857.

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



Business Manager
Rock River Water Reclamation District

GENERAL SPECIFICATIONS AND INSTRUCTIONS
REQUEST FOR PROPOSALS
Natural Gas Supply Management & Procurement Service
RFP #18-216

2.1 Important Dates

- Proposal Release Date: August 23, 2018
- Proposal Due Date: September 13, 2018, 2:00 P.M.
- Anticipated Award Date: September 24, 2018

2.2 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

RRWRD – Same as Rock River Water Reclamation District, Rockford, Illinois.

Contract – An agreement between RRWRD and a successful respondent/contractor to furnish products and services related to this request.

Firm – A company doing business related to this system's procurement.

Proposer – The offeror of the response to this request.

RFP – Request for Proposal.

Contractor or Prime Contractor – Successful respondent to this RFP. The lead firm in a successful offer from multiple companies.

Respondent – Offeror of proposal; Proposer

Subcontractor – A company supporting the Prime Contractor in preparing the successful offer and performing specific work functions as part of a contract.

2.3 Proposal Preparation

Where applicable, the respondent shall submit his proposal on the forms the District provides in this document. **The respondent 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 Request for Proposals 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 proposal. 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 respondent may cross out mistakes and type corrections adjacent to the point of error. The person who signs the proposal shall initial such corrections, in ink. **If the District finds a respondent's entry to be illegible, it may, at its sole discretion, reject the proposal.**

2.4 Submission of Proposals

The District **will not** receive bids in an electronic format or by facsimile. The respondent shall return his proposal, clearly marked as "RFP #18-216: Natural Gas Supply

Management and Procurement Service." **The District cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label his proposal envelope.**

Mailing labels should be addressed to:
Rock River Water Reclamation District
P.O. Box 7480
Rockford, IL 61126-7480

Proposals sent via package delivery service should be addressed to:
Rock River Water Reclamation District
3501 Kishwaukee Street
Rockford, IL 61109

If the respondent chooses to hand-deliver his proposal, he shall deposit it with the Main Entrance Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

2.5 Illinois Department of Human Rights Registration Number

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

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

2.6 Proposal Format

Submit three copies of the proposal. Proposal format should conform to that prescribed below. Submit your Proposal within three-ring binders (number defined under "Introduction"), **labeled on each cover with "RRWRD" and Proposer's company name.**

Use labeled tabs to divide the sections, as follows:

Section 1 – Required Documents

1. Proof of required insurance (COIs and additional insured endorsements)
2. Proposal Form
3. Fair Employment Practices Affidavit of Compliance
4. Forms of Affidavit

Section 2 – Executive Summary/Overview

Cover letter – Include 1) short introduction to Manufacturer and Proposer; 2) any special conditions; 3) why RRWRD should select the Proposer.

Section 3 – Main Body of Response

Include a complete copy (all pages and content) of this RFP document and Specifications document with all sections completed. A complete, point-by-point response is required; incomplete documents may be deemed unresponsive and therefore eliminated from consideration.

Section 4 – Exceptions

It will be assumed that the Proposer accepts all conditions and considerations as outlined within this document unless specifically noted in this Exceptions section, **and** within the Main Body of Response at the section and point where the exception is taken.

Section 5 – Financial Litigation Information

1. Include an audited financial statement for the most current quarter and last year-end including Balance Sheet, Income Statement, and Statement of Cash Flows for your company (Proposer, not manufacturer of equipment).
2. Include a description of any litigation in which Proposer is currently involved. Indicate any potential conflict of interest with vendors that could affect RRWRD's interests and plans for avoiding the conflict.

Place this information in a separate, single sealed envelope, labeled Section 5 (with your company name) in the original proposal copy. This information will be used to determine overall financial strength and maintained as confidential by RRWRD, to the extent permitted by law.

2.7 Taxes

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

2.8 Withdrawal of Proposals

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

2.9 Acceptance of Proposals

The District may reject all or part of any or all proposals, for any reason. The District may accept all or part of any proposal or waive any formalities if it decides such action is in the District's best interest.

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

2.10 Laws and Regulations

The respondent 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 and material 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.

2.11 Terms

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

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

C. Brand Substitutions. Proposals 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 respondent 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 proposal amount.

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

2.12 Investigation

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

2.13 Addenda

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

- a. not less than 3 working days prior to the proposal's due date;
- b. via email, facsimile transmission or mail;
- c. to each recipient of the specifications, at either the:
 - i. email address furnished by the proposer;
 - ii. facsimile number the prospective respondent sent the District;
 - iii. address to which the District mailed the original proposal document;

- iv. or the corrected address the prospective respondent subsequently furnished.

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

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

2.14 Contract Form

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

2.15 Contract Termination

A. Respondent's Unacceptable Performance. If the successful respondent fails to provide materials and service in conformity with this Request for Proposals, the District shall notify him in writing. If the successful respondent 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 respondent's temporary correction, the successful respondent shall likewise be in default. The District may, at its sole discretion, terminate the **Natural Gas Supply Management and Procurement Service** contract with the defaulting successful respondent, and remedy the matter under provisions set forth in this Section of this Request for Proposals.

B. Early Termination. The District may, in its sole option, terminate the **Natural Gas Supply Management and Procurement Service** contract prior to the expiration date. In such an event, the District shall notify the successful respondent in writing no less than 10 calendar days prior to the revised termination date. District shall likewise state the reason(s) for termination. If early termination occurs for the District's convenience and the successful respondent is in compliance with all of the terms and conditions of the contract, the District will not hold said respondent to be in material default.

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

- * request new **Natural Gas Supply Management and Procurement Service** proposals or
- * designate the next-low respondent to provide the **Natural Gas Supply Management and Procurement Service**, provided that said next-low respondent agrees to his original proposal terms.

The District may repeat this option until it obtains an acceptable **Natural Gas Supply Management and Procurement Service** contract.

2.16 Deliveries

The District's plant is located at 3333 Kishwaukee Street, Rockford, Illinois. Its local distributor is Nicor. The successful respondent shall deliver gas in quantities and at times necessary to meet 100% of the District's gas needs continuously, throughout the course of the contract. The successful respondent shall ship all material 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 Request for Proposals.

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 respondent, then in such event and during the course of any such picketing or labor-management dispute, the successful respondent 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 proposal.

2.17 Verification of Data

The Contractor shall verify all Specifications or other data received from the District and shall notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work resulting there from nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the District, should such errors or omissions be discovered. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

2.18 "No Proposal" Response Form

In the event you elect not to submit a proposal on the **Natural Gas Supply Management and Procurement Service**, please fill out and return the attached "No Proposal" form.

2.19 Payment Terms

Invoices must be submitted by the firm to: Rock River Water Reclamation District, 3501 Kishwaukee Street, P.O. Box 7480, Rockford, IL 61126-7480. RRWRD will make payments in the following manner:

District's standard payment terms.

DETAILED SPECIFICATIONS
REQUEST FOR PROPOSALS

NATURAL GAS SUPPLY MANAGEMENT AND PROCUREMENT SERVICE

3.1 Purpose

The purpose of these specifications is to describe **Natural Gas Supply Management and Procurement Service** so that qualified respondents may submit formal proposals.

3.2 Minimum Requirements

A. Contract Duration. The successful respondent shall provide the District's **Natural Gas Supply Management and Procurement Service** for a 36-month period, beginning at 12:00 A.M. on November 1, 2018, and continuing through 11:59 P.M. on October 31, 2021. Thereafter contract shall be renewable on a month to month basis.

B. Pricing. The successful respondent shall provide the District's **Natural Gas Supply Management and Procurement Service** at a price per therm based on the monthly NGI plus or minus a fixed charge delivered to the Nicor Gas Citygate for all contract quantities, a second price per therm based on the monthly NGI plus or minus fixed charge delivered to the Nicor Gas Citygate for all quantities above the monthly contract amounts, and a third price per therm based on the monthly NGI plus or minus fixed charge delivered to the Nicor Gas Citygate for all quantities below the monthly contract amounts. The per therm price will not include the Nicor Gas delivery charges. The Nicor Gas delivery charges shall be billed as a separate line item (The Nicor Gas delivery charges invoice shall be attached to the invoice). The successful respondent shall be allowed to use the District's contracted storage in managing the District's Natural Gas Supply. If a supplier wishes, the supplier can submit an alternative bid for a price that would be for all therms used regardless of any contract quantity.

C. Billing. It is the District's intent to issue only one check per month for its entire monthly **Natural Gas Supply Management and Procurement Service** over the 36-month contract term. The respondent's per-therm price shall include any and all costs that the District might incur to obtain its natural gas. The billing shall also include all Nicor transportation and delivery charges as a separate line item. The successful respondent shall provide 100% of the District's **Natural Gas Supply Management and Procurement Service** between November 1, 2018 and October 31, 2021. The only charge the successful respondent shall impose is the per-therm cost of any and all natural gas he provides, plus all Nicor charges. The per-therm price shall include the costs of natural gas product and all professional fees and gas management charges.

D. Storage & Usage. The District has one gas meter. Its current rate is 74 and the District has no rider. The District's current MDCQ (Maximum Daily Contract Quantity) is 3,000 therms. The current MDNs (Maximum Daily Nominations) are as follows:

April	1593 therms
May	1361 therms
June	1406 therms

July	1164 therms
August	946 therms
September	1229 therms
October	1069 therms

The District's current storage capacity is 99,000 therms. The successful respondent shall have full use of the District's storage capacity.

In the years from January 2016 through December 2016, the District used 247,644 therms of natural gas; from January 2017 through December 2017 the District used 320,537 therms; from January 2018 through May 2018 the District used 246,487 therms. The District will contract for the following monthly consumption on an annual basis:

Month	Therms
August	6,000
September	8,800
October	11,000
November	30,000
December	42,000
January	60,000
February	52,000
March	40,000
April	24,000
May	10,000
June	8,000
July	7,000
	298,800

The District will contract for the above volumes but makes **absolutely no warranty** as to the actual quantity of natural gas the District will need in the 36-month contract term between November 1, 2018 and October 31, 2021. The successful respondents' fees shall remain unchanged regardless of fluctuations in the actual quantity of gas the District uses, and the contract will make no provision for price changes.

B. Price Increases Prohibited. The successful respondent shall not raise his fees over the entire duration of the contract.

F. Quality. All gas that the successful respondent supplies shall conform to applicable industry standards and of such high quality necessary that will allow the District's equipment to function properly, as per manufacturer's recommendations.

3.3 Payments to the Successful Respondent

The successful respondent shall invoice the District monthly. Section 2.11 of this Request for Proposals contains the District's general payment requirements.

3.4 Questions

Interested parties may direct questions concerning this Request for Proposals to Larry McFall, Plant Operations Manager, at 815-387-7584.

3.5 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 – 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 additional insured endorsements for commercial general liability and auto liability to prove that it has obtained all required insurance and bonds. The Certificate of Insurance shall state Rock River Water Reclamation District is additional insured under the commercial general liability and automobile liability on a primary, non-contributory

basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability shall be provided. 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.

D. 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.

3.6 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.

3.7 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.

FOR REVIEW PURPOSES ONLY

IV
PROPOSAL FORM
REQUEST FOR PROPOSALS

NATURAL GAS SUPPLY MANAGEMENT AND PROCUREMENT SERVICE

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 furnish **Natural Gas Supply Management and Procurement Service** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

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

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

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

4. 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.

5. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the District's **Natural Gas Supply Management and Procurement Service**, it will:

- complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
 - document compliance as required,
 - ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise and service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
 - prepare and make available all required information and documentation, and
 - hold harmless and indemnify the District and the District's representatives as defined in Section 3.6 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.
6. The firm which I (we) represent has adopted and promulgated written sexual harassment policies that include, at a minimum, the following information:
- a. the illegality of sexual harassment;
 - b. the definition of sexual harassment under Illinois State Law;
 - c. a description of sexual harassment, utilizing examples;
 - d. my (our) organization's internal complaint process including penalties;
 - e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
 - f. directions on how to contact the Department and the Commission; and
 - g. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

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

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

**PROPOSAL PRICES FOR
NATURAL GAS SUPPLY MANAGEMENT AND PROCUREMENT SERVICE
AS SPECIFIED IN THIS REQUEST FOR PROPOSALS**

36-month supply of natural gas from November 1, 2018 through October 31, 2021

Per-therm (100,000 British thermal units) price as calculated below, expressed in figures, delivered in conformity with all specifications contained in this Request for Proposals for contracted quantities:

**\$ per therm = NGI plus (+) \$ _____ per therm or
minus (-) \$ _____ per therm**

Per-therm (100,000 British thermal units) price as calculated below, expressed in figures, delivered in conformity with all specifications contained in this Request for Proposals for quantities above the contracted quantities:

**\$ per therm = NGI plus (+) \$ _____ per therm or
minus (-) \$ _____ per therm**

Per-therm (100,000 British thermal units) price as calculated below, expressed in figures, delivered in conformity with all specifications contained in this Request for Proposals for quantities below the contracted quantities resold:

**\$ per therm = NGI plus (+) \$ _____ per therm or
minus (-) \$ _____ per therm**

The supplier's quote will be good until (enter Month, Day, and Year) ____/____/ 2018

Fee \$ _____ per therm

Date: _____

Respondent: _____ 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 respondent shall exclude those taxes from his proposal.

**“NO PROPOSAL” RESPONSE
TO
REQUEST FOR PROPOSALS**

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

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

Responses can be delivered in person to:

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

Responses can also be faxed to:

Rock River Water Reclamation District
815-387-7538

We have received the Request for Proposals, **Natural Gas Supply Management and Procurement Service**, due no later than 2:00 P.M. on Thursday, September 13, 2018.

Reason for not submitting a proposal:

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

V
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: Natural Gas Supply Management and Procurement Service

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 contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 I11. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: _____ Expiration Date: _____

Signature _____

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

Notary Public _____

FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS

NATURAL GAS SUPPLY MANAGEMENT AND PROCUREMENT SERVICE

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 proposal 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 proposal; 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 Proposal 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 respondents):

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public _____

(Seal) County _____

My Commission Expires _____

VII
CONTRACT
ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS

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

1. Scope

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance, and Forms of Affidavit of the **Request for Proposals: Natural Gas Supply Management and Procurement Service**, all Addenda thereto (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

Unless the Contractor and the District terminate the Contract by their mutual written Contract in conformity with Section 2.15 of the Request for Proposals, the Contractor shall provide the District's **Natural Gas Supply Management and Procurement Service** at the proposal price, over a 36-month period, from 12:00 A.M. on November 1, 2018, through 11:59 P.M. on October 31, 2021. If the District and the Contractor agree in writing, the Contract may be extended beyond the scheduled termination date.

2. Contract Price

The successful respondent shall provide the District's **Natural Gas Supply Management and Procurement Service** at a price per therm based on the monthly NGI plus or minus a fixed charge. The successful respondent shall be allowed to use the District's storage in managing the District's Natural Gas Supply.

Per-therm (100,000 British thermal units) price as calculated below, expressed in figures, delivered in conformity with all specifications contained in this Request for Proposals:

\$ per therm = NGI plus (+) \$ _____ per therm or

minus (-) \$ _____ per therm

The Contractor's proposal price for a 36-month supply of natural gas delivered to the District's facility, 3333 Kishwaukee Street, shall include, but not be limited to any and all:

- costs of natural gas product and
- professional fees and gas management charges.

The amount of natural gas the Contractor actually supplies over the contract period is totally dependent on District needs.

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

3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service, materials, or equipment that meets or exceeds the District's specifications;
- B. Provide the **Natural Gas Supply Management and Procurement Service** in conformity with the specifications;
- C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- E. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
 - * suits, claims, or actions,
 - * costs, either for defense or for settlements, and
 - * damages to which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
 - * in the execution of the Contract, or
 - * from actions the District or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs."
- F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the 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 and 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 3.6 from all:
 - (a) Suits, claims, or actions;
 - (b) Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - (c) Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

G. Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:

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

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in G(1) through G(7) above.

H. Maintain all specified insurance for the duration of the contract.

I. In the absence of the District's written permission, the Contractor shall not use the District's name in any form or medium of public advertising.

4. Payments to Contractor

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

5. Subcontracts

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

6. Contractor's Responsibility

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

7. Time

The Contractor agrees to all delivery schedules specified in the Request for Proposals. The District's plant is located at 3333 Kishwaukee Street, Rockford, Illinois. Its local distributor is Nicor. The successful respondent shall deliver gas in quantities and at times necessary to meet 100% of the District's gas needs continuously, throughout the course of the contract.

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 Timothy S. Hanson and Chris Black, to me personally known, who, being each by me duly sworn did say that they are respectively, the Director and Business Manager of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Director and Business Manager acknowledge said instrument to be the free act and deed of said District.

Notary Public

(SEAL)