



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

INVITATION TO BID
ANNUAL POLYMER SUPPLY
BID #19-215

July 19, 2019

Name of Bidding Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Bid Opening Time and Date: 2:00 P.M., August 9, 2019

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

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

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

SEND BIDS TO:

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

BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

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

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

NOTICE
ROCK RIVER WATER RECLAMATION DISTRICT
INVITATION TO BID
ANNUAL POLYMER SUPPLY

The Rock River Water Reclamation District will receive sealed, signed bids for District's **Annual Polymer Supply** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M. on Friday, August 9, 2019.

The scope of this bid involves furnishing and delivering the District's **Annual Polymer Supply**. A pre-qualification trial was conducted from June 17 – June 28, 2019. Only the pre-qualified products listed below may be bid.

Polydyne: 2030, 2129, 2130

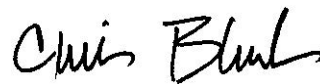
Midwest: 8849, 290

No bid shall be withdrawn after the opening of bids without consent of the Rock River Water Reclamation District for a period of 60 days after the scheduled time of receiving bids.

Request for information related to this bid should be directed to Dan Pollard of the Rock River Water Reclamation District, 3501 Kishwaukee Street, P.O. Box 7480, Rockford, IL 61126-7480; telephone 815-543-1456.

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

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



Chris Black
Business Manager

GENERAL SPECIFICATIONS AND INSTRUCTIONS
INVITATION TO BID
ANNUAL POLYMER SUPPLY

2.1 Bid Preparation

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

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

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

All prices and notations shall be in ink or typewritten. The respondent/contractor 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 respondent/contractor'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 an electronic format or by facsimile. The respondent/contractor shall return his bid in a sealed envelope, clearly marked as "**ITB #19-215 Annual Polymer Supply**". **The District cannot ensure that the sealed bid will not be prematurely opened if the respondent/contractor does not clearly identify his bid envelope.**

Mailing labels should be addressed to:

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

Bids sent via package delivery service should be addressed to:

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

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

2.3 Illinois Department of Human Rights Registration Number

All bidders inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number at the time bids are due. 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

2.4 Performance Bond

If applicable, the successful respondent/contractor shall provide a Performance Bond and Payment of Vendor Bond acceptable to the Rock River Water Reclamation District. The performance bond shall be for either 100% of the contract price or for the successful respondent/contractor's unit price times the estimated number of units, as applicable. If the successful respondent/contractor fails to provide an acceptable bond or letter of credit within the specified time, he shall be in default.

2.5 Taxes

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

2.6 Withdrawal of Bids

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

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

2.8 Terms

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

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

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

D. Delivery Hours. Unless otherwise specified, all items shall be delivered to: the Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

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

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

2.9 Investigation

It shall be the responsibility of the respondent/contractor 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 respondent/contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent/contractor 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/contractor.

2.10 Addenda

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

- a. not less than 3 working-days prior to the bid opening date;
- b. via e-mail, facsimile transmission, or mail
- c. to each recipient of the specifications, at either the:
 - (i) email address the prospective respondent/contractor sent the District;
 - (ii) facsimile number the prospective respondent/contractor sent the District;
 - (iii) address to which the District mailed the original bid document; or
 - (iv) corrected address the prospective respondent/contractor subsequently furnished.

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

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

2.11 Contract Form

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

2.12 Contract Termination

A. Respondent/contractor's Unacceptable Performance. During the contract period, the polymer dosage must remain consistent with the dosage exhibited in prequalification trials conducted in June, 2019. If the dosage to maintain a minimum of 23% cake solids and a maximum of 700 mg/L TSS centrate increases more than 20% for a period of 1 month or longer as compared to results obtained during the prequalification trial, the supplier's representative must take measures to correct the product or provide an improved alternative product at the same bid price. If the successful respondent/contractor fails to perform services or provide materials or equipment in conformity with this Invitation to Bid, the District shall notify him in writing. If the successful respondent/contractor fails to correct the performance deficiency to the District's satisfaction within thirty 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/contractor's temporary correction, the successful respondent/contractor shall likewise be in default. The District may, at its sole discretion, terminate the **Annual Polymer Supply** contract with the defaulting successful respondent/contractor, and remedy the matter under provisions set forth in Section 2.8 B of this Invitation to Bid.

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

- * request new **Annual Polymer Supply** bids or
- * designate the next-low respondent/contractor to provide District's **Annual Polymer Supply**, provided that said next-low respondent/contractor agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Annual Polymer Supply** contract.

2.13 Deliveries

The successful respondent/contractor 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 Invitation to Bid. The successful respondent/contractor shall deliver all material without

spillage. He shall immediately clean up any accidental spillage, using USEPA and Illinois EPA approved methods, notify the Illinois Emergency Management Agency (800-782-7860), and shall compensate the District for any and all spillage-related losses, injuries, or expenses. The successful respondent/contractor shall make such compensation within 60 days of the District's written notice explaining the loss.

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/contractor, then in such event and during the course of any such picketing or labor-management dispute, the successful respondent/contractor shall continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

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

2.14 "No Bid" Bid Form

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

2.15 Insurance

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

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

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

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

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

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

1. The District, its officers, officials, employees, and volunteers shall be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the District, its officers, officials, employees, volunteers, or agents shall be in excess of the successful respondent's/contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, officials, employees, volunteers, or agents.

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

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

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

D. Best's Ratings.

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

2. **Financial Size Rating.** Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.

a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.

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

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

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

F. District Primary. The successful bidder's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, volunteers, and agents

with respect to liability incurred to the District due to the acts or omissions of the successful bidder.

2.16 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 or officers or 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.

2.17 Force Majeure

The obligations of either the District or the successful respondent/contractor 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 respondent/contractor being rendered unable wholly or in part by force majeure to carry out its obligations under the **Annual Polymer Supply** contract, other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

2.18 Responsive/Responsible Bidder

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

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

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

FOR REVIEW PURPOSES ONLY

DETAILED SPECIFICATIONS
INVITATION TO BID
ANNUAL POLYMER SUPPLY

3.1 Purpose

This Section contains a detailed description so that qualified respondent/contractors may submit formal **Annual Polymer Supply** quotations. A prequalification trial was conducted from June 17- June 28, 2019. Only the pre-qualified products listed below may be bid.

Polydyne: 2030, 2129, 2130

Midwest: 8849, 290

3.2 Minimum Requirements

A. During the contract period, the polymer dosage must remain consistent with the dosage exhibited in prequalification trials conducted in June, 2019. If the dosage to maintain a minimum of 23% cake solids and a maximum of 700 mg/L TSS centrate increases more than 20% for a period of 1 month or longer compared to results obtained during the prequalification trial, the supplier's representative must take measures to correct the product or provide an improved alternative product at the same bid price. Also see Section 2.12.

B. Performance Requirements

1. Centrifuge centrate shall not exceed 700 mg/L TSS.
2. Centrifuge cake solids shall be a minimum of 23% TS.
3. Centrifuge feed flow shall be 110 GPM.

3.3 Contract Duration

The successful respondent/contractor shall provide the District's Polymer Supply for a:

- **12-month** period, beginning at 12:00 A.M. on September 1, 2019, and continuing through 11:59 P.M. on August 30, 2020 (Base Bid);
- **24-month** period, beginning at 12:00 A.M. on September 1, 2019, and continuing through 11:59 P.M. on August 30, 2021 (Alternative A);
- **36-month** period, beginning at 12:00 A.M. on September 1, 2019, and continuing through 11:59 P.M. on June 30, 2022 (Alternative B).

The respondent/contractor **must** submit a bid for the base bid. He **may** submit bids for Alternative A and/or Alternative B. The District may, at its sole discretion, reject any bid that does not include the base bid. However, if the District determines that Alternatives A or B offer optimum prices or other advantages, it may, at its sole discretion, limit consideration of bids to those that include such options. The District encourages respondent/contractors to quote on all three alternatives. Whenever referenced in this document, "contract year" means a 12-month period beginning on July 1 and extending

through the subsequent June 30, within the 12-, 24-, or 36-month contract term to which the District and successful respondent/contractor might agree.

The District will select the base or one of the above alternatives and the successful respondent/contractor shall provide the District's Annual Polymer Supply for that period of time. By their mutual written contract, the District and the successful respondent/contractor may extend the Annual Polymer Supply contract beyond the termination date of the contract.

3.4 Per-pound Pricing

Polymer Supply prices shall be on a per pound basis of Polymer, delivered F.O.B. to the District's 3333 Kishwaukee Street location. Polymer delivered in bulk or totes must have equal per-pound pricing with no surcharge or costs added for tote deliveries.

Product will be delivered in returnable plastic totes or in bulk quantities up to 5000 gallons. Totes must be shipped such that they can be unloaded and handled by a forklift, or deposited in the District's 6500-gallon Polymer stock tank.

Successful respondent/contractor shall not charge the District deposits on returnable totes. The District agrees to return, in reusable condition, all plastic totes in which product is received. The District typically releases a minimum of 4 totes per order or shipment.

3.5 Price Increases Prohibited

The successful respondent/contractor's bid price shall be firm for purchases during the awarded contract period.

3.6 Quantity

If past patterns prevail, the District expects to use approximately 400,000 pounds of Polymer annually. **However, the District makes absolutely no warranty as to the quantity, if any, of Polymer it will purchase from the successful respondent/contractor.** In the event the District places an order, said order will typically be in bulk.

3.7 Calculation for Determining Successful Bid

The unit per pound price supplied by the respondent/contractor on the Bid form will be inserted into a calculation to determine the successful bid. The calculation will determine polymer dosage using each respondent/contractor's polymer and sludge performance results obtained from the prequalification trial. A disposal surcharge will be factored for cake solids by dividing \$15.44 by the cake solids and subtracting \$51.47. The result will be added to the polymer cost per dry ton to obtain the performance cost per dry ton; the result used to determine the successful bid. Example: With a unit bid price per pound of \$0.90 and performance results from the prequalification trial of 85 lbs. polymer per dry ton, the cost per dry ton would be \$76.50. If the cake solids exhibited in the prequalification trial were 28%, $(\$15.44/.28) - \51.47 equals a disposal surcharge of \$3.67. Adding the \$3.67 to the \$76.50, the performance cost per dry ton would be \$80.17. The performance cost per dry ton will be the value used to determine the successful bid.

3.8 Weigh-In Procedures

For purposes of analysis, each truckload shall be a unit and the successful respondent/contractor shall provide a sample at the delivery point, upon the District's request. The District may analyze such a sample by methods it determines to be appropriate. The successful respondent/contractor shall allow the District to weigh each truckload before delivery and after delivery. The District's scale is located at its 3333 Kishwaukee Street entrance. If the District's scale malfunctions, the successful respondent/contractor shall, at his own expense, drive his truck to an alternative scale, both prior to and following delivery. Such alternative weighing procedures shall be in effect until the District's scale is repaired, and the District shall make every effort to repair its scale expeditiously.

3.9 Promptness, ICC and DOT Requirements.

The successful respondent/contractor shall make all deliveries F.O.B. Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, no more than forty-eight (48) hours after said respondent/contractor receives the District's authorized request. The District's authorized representative may submit the request either by telephone or in writing.

For any given week, the successful respondent/contractor shall make authorized deliveries between 7:30 A.M. and 3:00 P.M., Monday through Friday, except on a District holiday. The District holiday schedule is subject to change. The scheduled holidays for the current fiscal year (5/1/2019 through 4/30/2020) are as follows:

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

All delivery procedures and transportation systems shall meet all applicable ICC and DOT requirements.

3.10 SDS

The successful respondent/contractor shall furnish the Rock River Water Reclamation District with a Safety Data Sheet for Polymer. Totes, if used, shall be properly marked in accordance with the Toxic Substance Disclosure to Employees Act (PA83-240).

3.11 Payments to the Successful Respondent/contractor

The successful respondent/contractor shall invoice the District monthly. Section 2.8 of this Invitation to Bid contains the District's general payment requirements.

3.12 Compatibility with District Equipment

All of the proceeding specifications notwithstanding, all polymer the successful respondent/contractor furnishes shall not adversely affect the operation of the District's polymer handling equipment. If, during the course of this contract, the District in its sole option determines that the successful respondent/contractor's polymer is adversely

affecting the operation of the District's polymer handling equipment, the District reserves the right to unilaterally terminate the Annual Polymer Supply contract, in accordance with Section 2.12 of this Invitation to Bid, with no penalty accruing to the successful respondent/contractor after providing appropriate, substantiating documentation, and providing the successful respondent/contractor with a reasonable amount of time to remedy the situation.

3.13 Questions

Interested parties may direct questions concerning this Invitation to Dan Pollard, 815-543-1456; DPollard@rrwr.illinois.gov. The District will not interpret specifications for individual respondent/contractor. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective respondents/contractors.

FOR REVIEW PURPOSES ONLY

IV

BID FORM

INVITATION TO BID

ANNUAL POLYMER SUPPLY

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

FROM: _____
(Individual, Partnership or Corporation)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish District's **Annual Polymer Supply** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, Contract Form, and Performance Bond 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 materials 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 their performance.

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

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

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 **Annual Polymer Supply**, 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 or 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 2.16 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.

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 and materials. The cost of all the materials, equipment, and service necessary to complete this contract is given in this Bid.

**BID PRICES FOR DISTRICT'S ANNUAL POLYMER SUPPLY
AS SPECIFIED IN THIS INVITATION TO BID**

Polymer Vendor _____ Product Number _____

Base Bid (Mandatory) – 12-month supply: September 1, 2019 through August 30, 2020

12-month price, expressed in figures, per pound for Polymer delivered F.O.B. Rock River Water Reclamation District, in full conformity with all specifications contained in this Invitation to Bid:

Mandatory Entry \$ _____ per pound

Alternative A (Optional) – 24-month supply: September 1, 2019 through August 30, 2021

24-month price, expressed in figures, per pound for Polymer delivered F.O.B. Rock River Water Reclamation District, in full conformity with all specifications contained in this Invitation to Bid:

Optional Entry \$ _____ per pound

Alternative B (Optional) – 36-month supply: September 1, 2019 through August 30, 2022

36-month price, expressed in figures, per pound for Polymer delivered F.O.B. Rock River Water Reclamation District, in full conformity with all specifications contained in this Invitation to Bid:

Optional Entry \$ _____ per pound

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

Date: _____

Bidder: _____

Print Name of Firm

Print Street Address

Print City, State, Zip)

Area Code and Phone Number

By: _____

Authorized Rep's Signature

Print Rep's Name

Print Rep's Title

Facsimile Number

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

FOR REVIEW PURPOSES ONLY

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

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

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

Responses can be delivered in person to:

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

Responses can also be faxed to:

Rock River Water Reclamation District
815-387-7538

We have received Invitation to Bid: **Annual Polymer Supply**, opening at 2:00 P.M. on August 9, 2019.

Reason for not bidding: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW PURPOSES ONLY

V
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: Annual Polymer Supply

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

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

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

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

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

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

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

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

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

Signature

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

Notary Public

VI
FORMS OF AFFIDAVIT
INVITATION TO BID

ANNUAL POLYMER SUPPLY

City: _____ **County:** _____ **State:** _____

This Section for Sole Proprietorship:

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

Signature _____

This Section for Partnership:

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

Signature _____

This Section for Corporation:

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

(representative's signature)

(other corporate officer's signature)

This Section for a Limited Liability Corporation:

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

Signature _____

Notarization (required for all respondent/contractors):

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

Notary Public _____

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

1. Scope

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance, Forms of Affidavit, and Performance Bond Form of the **Invitation to Bid: Annual Polymer Supply**, 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 2.12 of the Invitation to Bid, the Contractor shall provide the District's **Annual Polymer Supply** at the bid price, over a ____-month period, from 12:00 A.M. on September 1, 2019, through 11:59 P.M. on August 30, 20____. If the District and the Contractor agree in writing, the Contract may be extended beyond the scheduled termination date, on a month-to-month basis.

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's bid price for Polymer delivered F.O.B. 3333 Kishwaukee Street, in conformity to all specifications, shall be the only basis for payment. The amount of Polymer the Contractor actually supplies over each given 12-month Contract Year may vary, and is totally dependent on District needs. The District shall make payments to the Contractor, in accordance with and subject to the provisions of Section 5 of this Contract.

3. Bond

The Contractor has entered into and herewith tenders a bond of even date herewith, in the penal sum of

_____ Dollars

(\$ _____) to insure the faithful performance of this Contract, which said bond is hereby made a part of this Contract by reference.

4. 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 all Polymer in conformity with the specifications;
- C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- E. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
 - 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:
 - 4. in the execution of the Contract, or
 - 5. 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 2.16 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.

If the Contractor defaults, the District may procure District's **Annual Polymer Supply** described in this Invitation to Bid, from other sources. In such an event, the price the District pays shall constitute the prevailing market price at the time of such purchase and the defaulting Contractor shall pay the District the difference between his bid price and the prevailing market price. The defaulting Contractor shall make such payment no more than 60 calendar days after the District notifies him, in writing, of such an occurrence.

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.

5. Payments to Contractor

A. Deliveries, Packing Lists. At the time the District awards the bid, the District will issue the successful respondent/contractor a purchase order number. The successful respondent/contractor shall affix the purchase order number to all packing lists, bills of lading, invoices and any other document related to the purchase order. The District may terminate the contract if the successful respondent/contractor fails to provide an acceptable packing list at the time of delivery.

B. Invoicing Procedures, Payment to the Successful Respondent/contractor. The successful respondent/contractor shall affix the appropriate purchase order number to all invoices. In the absence of an acceptable invoice, the District may delay payment until its eventual receipt. 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. If, despite the District's repeated reminders, the successful respondent/contractor fails to adhere to the specified invoicing procedures, said respondent/contractor shall be in default.

6. 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.

7. 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.

8. Time

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

FOR REVIEW PURPOSES ONLY

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: _____

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.

(SEAL)

Notary Public

FOR REVIEW PURPOSES ONLY