



3501 Kishwaukee Street
P.O. Box 7480
Rockford, IL 61126-7480
815-387-7660
815-387-7665 (FAX)

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

INVITATION TO BID
PORTABLE FLOW MONITORING EQUIPMENT SUPPLY
BID #19-403

February 7, 2019

Name of Bidding Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Bid Opening Time and Date: 2:00 P.M., February 21, 2019

Any bid delivered after the opening time and date will not be accepted.

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
Attn: Christopher T. Baer, Engineering Manager
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 815-387-7660 or visit www.rwrwd.dst.il.us for more information.

I

**NOTICE
INVITATION TO BID**

PORTABLE FLOW MONITORING EQUIPMENT SUPPLY

The Rock River Water Reclamation District will receive sealed, signed bids for **Portable Flow Monitoring Equipment Supply** at the District's offices, 3501 Kishwaukee Street, Rockford, Illinois, until 2:00 P.M., Thursday, February 21, 2019 at which time and place all bids will be publicly opened and read aloud.

The scope of this bid includes the supply of multiple portable flow monitoring equipment packages.

No bid shall be withdrawn after the opening of bids without consent of the Rock River Water Reclamation District for a period of 60 days after the scheduled time of receiving bids.

Copies of the Invitation to Bid for review purposes only are available through the Rock River Water Reclamation District web site, www.rwrwd.dst.il.us. Bid documents for submittal are available by contacting the Engineering Department at the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 (815) 387-7660.

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

Chris Black, Business Manager
Rock River Water Reclamation District

II

GENERAL SPECIFICATIONS AND INSTRUCTIONS
INVITATION TO BID

PORTABLE FLOW MONITORING EQUIPMENT SUPPLY

2.1 Bid Preparation

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

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

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

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

2.2 Submission of Bids

The District **will not** receive bids in electronic format or by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as "**Bid No. 19-403: Portable Flow Monitoring Equipment Supply**". **The District can not ensure that the sealed bid will not be prematurely opened if the bidder does not clearly identify his bid envelope.**

Mailing labels should be addressed to:

Rock River Water Reclamation District
Attn: Christopher T. Baer, Engineering Manager
P.O. Box 7480
Rockford, IL 61126-7480

Bids sent via parcel delivery service should be addressed to:

Rock River Water Reclamation District
Attn: Christopher T. Baer, Engineering Manager
3501 Kishwaukee Street
Rockford, IL 61109

Hand-delivered bids shall be deposited 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 bids are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in this document). The following link may be used to access the website where the number can be obtained: http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor_On_Line_Renewal.aspx

2.4 Taxes

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

2.5 Withdrawal of Bids

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

2.6 Laws and Regulations

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

A. Steel Products Procurement Act

Public Act 83-1030 entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract shall be manufactured or produced in the United States with three exceptions.

The provisions of this Section shall not apply:

1. Where the contract involves an expenditure of less than \$500.
2. Where the executive head of the public agency certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.
3. When its application is not in the public interest.

2.7 Terms

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

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

C. Delivery Hours. Unless otherwise specified, all items must be delivered to: Rock River Water Reclamation District, 3333 Kishwaukee Street, Rockford, Illinois, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays. Contact Warren Adam at 815-871-0787 on the day of delivery.

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

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

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

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

2.8 Quantities Estimated Only

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

2.9 Investigation

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

2.10 Addenda

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

- A. Not less than 3 working days prior to the bid opening date;
- B. Via mail, email, or facsimile transmission;
- C. To each recipient of the specifications, at either the:
 - 1. Address to which the District mailed the original bid document;
 - 2. Corrected address the prospective bidder subsequently furnished; or
 - 3. Email address prospective bidder furnished; or
 - 4. Facsimile number the prospective bidder sent the District.

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

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

2.11 Contract Form

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

2.12 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to perform services or provide materials in conformity with this Invitation to Bid, the District shall notify him in writing. If the successful bidder fails to correct the performance deficiency to the District's satisfaction within five (5) working days after he receives the District's notice, he shall be in default. If the same performance deficiency recurs despite the District's notification and the successful bidder's temporary correction, the successful bidder shall likewise be in default. The District may, at its sole discretion, terminate the **Portable Flow Monitoring Equipment Supply** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.7B of this Invitation to Bid.

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

- 1. request new **Portable Flow Monitoring Equipment Supply** bids or
- 2. designate the next-low bidder to perform the **Portable Flow Monitoring Equipment Supply** contract, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Portable Flow Monitoring Equipment Supply** contract.

2.13 "No Bid" Response Form

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

2.14 Indemnification Clause

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

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

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

2.15 Force Majeure

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

2.16 Insurance

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

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

Auto Liability: \$1,000,000 combined single limit per accident for bodily injury and property

damage including coverages for owned, hired or non-owned vehicles, as applicable.

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

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

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

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

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

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

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

D. Best's Ratings.

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

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

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

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

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

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

2.17 Responsive/Responsible Bidder

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

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

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

III

DETAILED SPECIFICATIONS INVITATION TO BID

PORTABLE FLOW MONITORING EQUIPMENT SUPPLY

3.1 SCOPE/PROJECT INTENT

The District intends to utilize portable, non-contact flow monitoring equipment to locate and identify sources of inflow and infiltration within the District's wastewater collection system.

Installation sites for flow monitoring equipment will vary from remote locations to paved areas within public right-of-ways. Equipment supplied will be installed by District personnel in existing sanitary manholes of various diameters. The length of time a unit is installed at any given location will vary greatly, depending on precipitation and analysis of collected data.

3.2 EQUIPMENT GENERAL REQUIREMENTS

Flow monitoring equipment packages shall include non-contact flow sensors as the primary flow measuring device (no contact with measured fluid). A secondary device shall also be provided that is capable of recording flow in a surcharge condition (submerged sensor). The following flow sensors are acceptable for the intent of this project:

1. Teledyne ISCO LaserFlow.
2. Hach Flo-Dar.

Specifications for flow monitoring packages including the sensors listed above are attached. Flow monitoring equipment including equivalent sensors from other manufacturers may be acceptable, pending review and approval by the District.

A complete flow monitoring equipment package shall include all equipment necessary to collect the desired flow information from monitored sites for District analysis including the following:

1. Flow meter / data logger.
2. Non-contact flow sensor. (primary measuring device)
3. Surcharged condition flow sensor. (secondary measuring device)
4. Portable power source (batteries). *
5. Brackets, hangers and hardware suitable for installation of complete flow monitoring system in existing sanitary sewer manholes of concrete or brick construction.
6. Power, sensor and data cables suitable for an installation depth of up to 30' and data cables for data retrieval.
7. Software for data collection and manipulation. **

8. One day (total for project) of onsite start-up/training services provided by a qualified technician representing the selected manufacturer's product.

*Portable power source shall allow the flow monitoring station to operate for a minimum of 80 days, continuously logging data (flowrate) at 15-minute intervals, without need to replace the power source.

**The District is not interested in subscription data delivery/management services. The equipment and software supplied with the package shall allow District personnel to collect data at the flow monitoring site with a laptop computer or similar device operating on a Windows platform (read non-proprietary device) without entering the manhole. Supply of a laptop computer or device for data collection is not included in the scope of this proposal.

3.3 Warranty

Manufacturer shall unconditionally warrant their product for a period of one (1) years commencing on the date of delivery. Supplier shall, upon written notice, furnish labor and new materials to immediately replace and make good, without expense to the Rock River Water Reclamation District, faulty materials and equipment. Any such replacement shall likewise be covered by the same warranty period from subsequent delivery date.

All replacement parts shall be shipped F.O.B. to the Rock River Water Reclamation District at 3333 Kishwaukee St., Rockford, IL, within three (3) weeks of notification and shall be furnished at no additional cost to the Rock River Water Reclamation District.

3.4 Required Submittals

The following documents **shall be included with the submitted bid:**

1. A statement of qualifications including a list of three (3) similar projects undertaken by the bidder. The list of projects shall include reference contacts for each project.
2. Catalog cuts and descriptions of all equipment and components included in the complete portable flow monitoring equipment package quoted.

3.5 Payments to the Successful Bidder

The successful bidder shall invoice the District monthly. Section 2.7A of this Invitation to Bid contains the District's general payment requirements.

3.6 Questions

Interested parties may direct questions concerning this Invitation to Bid to Matt Campbell, Project Engineer; 815-387-7684, mcampbell@rrwrđ.illinois.gov. The District will not interpret specifications for individual bidders. If the District determines that the specifications need to be clarified or revised, an addendum will be issued to all prospective bidders.

**Approved Manufacturer Specifications:
Teledyne ISCO**

Not to be used for bidding purposes

Teledyne Isco 2160 LaserFlow™ Module
Engineering Specifications
© September 2012 Teledyne Isco. Revision B, April 2014

PRODUCTS

1.1 Manufacturer

A. Laser Velocity Flow module supplied by Teledyne Isco, 4700 Superior Street, Lincoln, NE, 68504-1398. Phone (402) 464-0231, fax (402) 465-3064, email IscoInfo@teledyne.com, web site www.isco.com.

2.1 Design

A. The 2160 logging and data storage device shall provide open-channel flow monitoring via non-contact area velocity measurement and non-contact ultrasonic level measurement with internal flow conversion.

B. The 2160 shall be field-interchangeable. It shall be possible to network a 2160 module, up to three other 2100 Series modules, and one or more 2100 battery modules to form an integrated system for multi-site monitoring and/or redundant measurement.

C. The 2160 shall include a carrying handle that shall be held between the flow module and the battery module, or between two flow modules. The carrying handle shall include a suspension strap that can be looped around a manhole rung or other attachment point while the user retains hold of the carrying handle.

D. The 2160 shall include a visible LED on the front panel. The LED shall allow individual modules to be identified when multiple flow modules are stacked and/or interconnected.

E. The 2160 shall be capable of providing diagnostic information used for troubleshooting purposes.

3.1 Equipment Description

A. The 2160 shall contain its own microprocessor so that a failure in one module shall not affect the operation of any other stacked and/or interconnected modules.

B. The 2160 shall be capable of being located up to 3300 ft. (1000 m) from other modules, with all of the modules connected with a twisted pair cable for communication.

C. The 2160 shall be housed in a rugged, permanently sealed, submersible, watertight, dust-tight, corrosion resistant IP68 enclosure (self-certified). The flow module shall be CE marked.

D. All electrical connections within the flow module shall be soldered, or shall be pin-and-socket connections held in place by the flow module enclosure itself.

E. Power

1. Nominal operating voltage shall be 12VDC, with minimum of 7.0VDC and maximum of 16.6VDC. Typical operating current shall be 25mA at 12VDC, with standby current of 1.0mA.

2. Typical battery life for one flow module with a 360 LaserFlow sensor connected, with 15-minute reading intervals and one battery module containing two fresh 6-volt alkaline lantern batteries, shall be 3 months.

F. Temperature range shall be -40 to 140°F (-40 to 60°C), operating and storage.

G. Flow Logging

1. Velocity and level measurement data from a connected 360 LaserFlow sensor or 350 Area Velocity sensor will be stored in the 2160 module memory.

2. The flow module shall be capable of accepting up to 2 flow rate conversions, each of which can be either a level-to-area conversion or a level-to-flow rate conversion, allowing comparison of flow rates calculated using, for example, the continuity equation and the Manning formula. The flow module shall be capable of calculating 2 total flows, each of which shall be capable of being based on either flow rate conversion. Each total flow calculation shall accumulate net, positive, or negative total flow with user-selectable resolution.

3. For level-to-area conversions, the flow module will convert measured liquid level readings into the area of the flow using internal conversion algorithms. The flow module will contain conversion information for round, U-shaped, rectangular, trapezoidal, and elliptical channels.

4. The flow module shall also accept up to 50 pairs of level-area points.

H. Data

1. The internal data storage memory shall have a capacity of 798,000 bytes (up to 158,000 readings, equal to over 270 days of level, velocity, flow rate, ultrasonic signal, Doppler frequency, and input voltage readings at 15 minute intervals).

2. The 2160 shall allow stored data in rollover mode at 5 bytes per reading.

3. The 2160 shall be capable of monitoring level, flow rate, total flow, temperature, input voltage, and other parameter data read from connected sensors.

4. The data storage interval for each type of data shall be individually selectable from OFF, 15 or 30 seconds, 1, 2, 5, 15, or 30 minutes, or 1, 2, 4, 12, or 24 hours.

5. The 2160 shall be capable of variable-rate data storage, with the data storage interval changing based on level, flow rate, total flow, input voltage, or other parameters measured by the system. It shall be possible to change the data storage setup for any data type at any time without disrupting the data storage of any other data types. It shall be possible to delete all data stored in the data storage memory.

6. Submersion (surcharge) shall be selectable as a parameter.

I. Memory

The 2160 shall contain 2 non-volatile, programmable Flash memories, one for the program memory and one for the user program and the stored data. The program memory shall be capable of being updated via the serial port on the flow module without opening the enclosure. The flow module shall retain the user program and all stored data during program memory updates.

J. Clock

The 2160 circuitry shall include a real-time clock circuit with retention above 2 volts and accuracy to 1 minute per month, providing processor interrupt capability on programmable hour/minute/second/partial second intervals.

K. Communication and Data Retrieval

The flow module shall be programmed using a software program that shall be compatible with Microsoft Windows XP, Vista, Windows 7 and Windows 8. The software shall retrieve stored data from the module, and generate graphs and reports from stored data. The 2160 shall communicate with the computer using a direct RS-232 or USB serial connection at 38,400 baud. Connection to the flow module shall be made with a cable with a push-on, quick-connect connector that can be easily connected and removed in the field. If multiple flow modules are stacked and/or interconnected, a single connection between the computer and any one of the flow modules shall be capable of programming and retrieving stored data from any flow module in the system.

L. Single or Multipoint Velocity Measurement between one and 15 velocity measurement points shall be selectable from a grid in the Isco Flowlink® software program.

M. Following initial setup, communication and data retrieval shall be possible via several options:

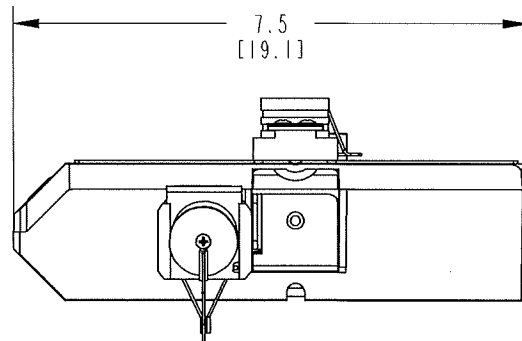
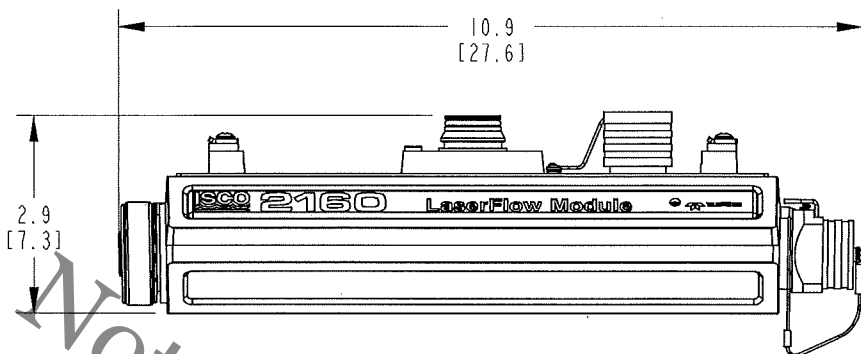
1. USB serial connection to PC running Flowlink software (via optional communication cable)
2. RS-232 serial connection to PC running Flowlink software (via optional communication cable)
3. Cellular modem with CDMA or GSM technology (via optional networked Isco 2103Ci or 2105Ci modem module)
4. Portable handheld keypad, display, and data retrieval/calibration device (optional detachable Isco 2101 field computer)
5. Landline modem (via optional networked Isco 2103 modem module)
6. Analog output (via optional networked Isco 2108 analog output module)

N. The 2160 shall be equipped with Modbus output communications capabilities, independent of Flowlink, enabling the data to be linked to monitoring and/or process control systems and software.

O. Battery Module

1. The 2191 battery module will include two battery holders, each of which will hold a [(6 volt alkaline lantern battery) (rechargeable 6 volt lead-acid lantern battery)].¹ The contacts in the battery holders with which the batteries make contact shall be field-replaceable. The flow module shall have the capability of measuring and storing the battery voltage.
2. The 2191 will be housed in a rugged, permanently sealed, submersible, watertight, dust-tight, corrosion resistant IP68 enclosure.
3. It shall be possible to stack and/or interconnect multiple battery modules in the field to increase battery capacity and resultant battery life.
4. The 2191 will have 2 quarter-turn doors with gaskets that are self-cleaned when the doors are opened and closed to maintain the seal on the battery module. Two internal bags of rechargeable desiccant shall keep the battery module free of moisture. Two humidity indicators shall indicate the humidity level inside the battery module.

Model 2160 LaserFlow Module

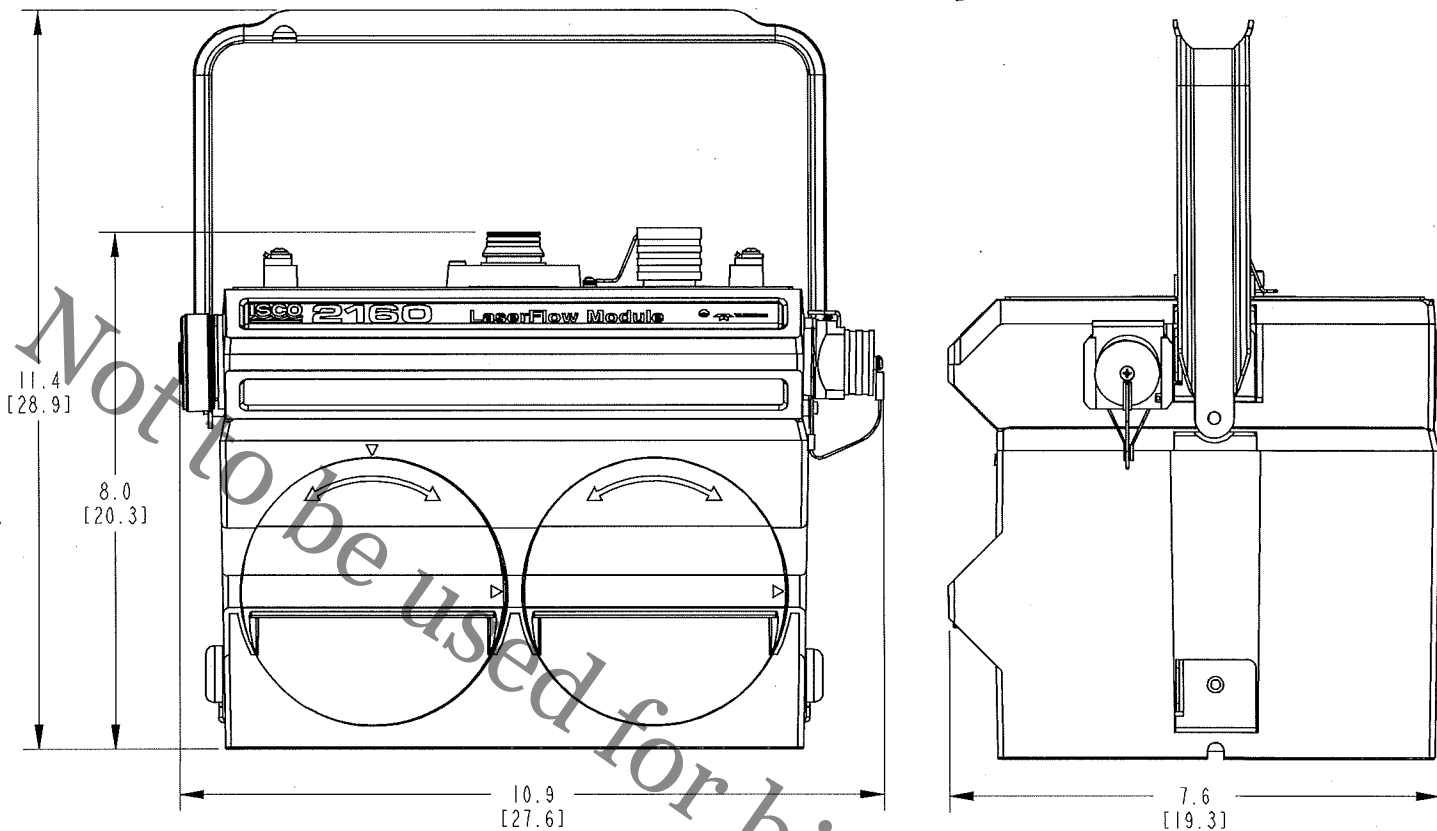


| ELECTRICAL CONNECTIONS | | |
|------------------------|--------------------------------|-------------------------------------|
| CONNECTOR | TYPE | FUNCTION |
| COMMUNICATION (UPPER) | 6 COND. SOCKET CUSTOM | POWER, NETWORKING, AND PC INTERFACE |
| COMMUNICATION (LOWER) | 6 COND. SOCKET CUSTOM | POWER, NETWORKING, AND PC INTERFACE |
| SENSOR | 6 COND. SOCKET CUSTOM W/ATR | TIENet SENSOR INTERFACE |

| SPECIFICATIONS | |
|----------------|---|
| WEIGHT | 2 LBS (.9 KG) |
| CASE MATERIAL | MOLDED POLYSTYRENE |
| ENCLOSURE | IP68 |
| POWER | 7.0 TO 16.6 VDC 25 mA TYP AT 12V DC 1 mA STANDBY TIENet OUTPUT POWER SWITCHED 7 TO 16.6 VDC |

TOP DIMENSION IS ENGLISH, LOWER DIMENSION IN BRACKETS IN CENTIMETERS.

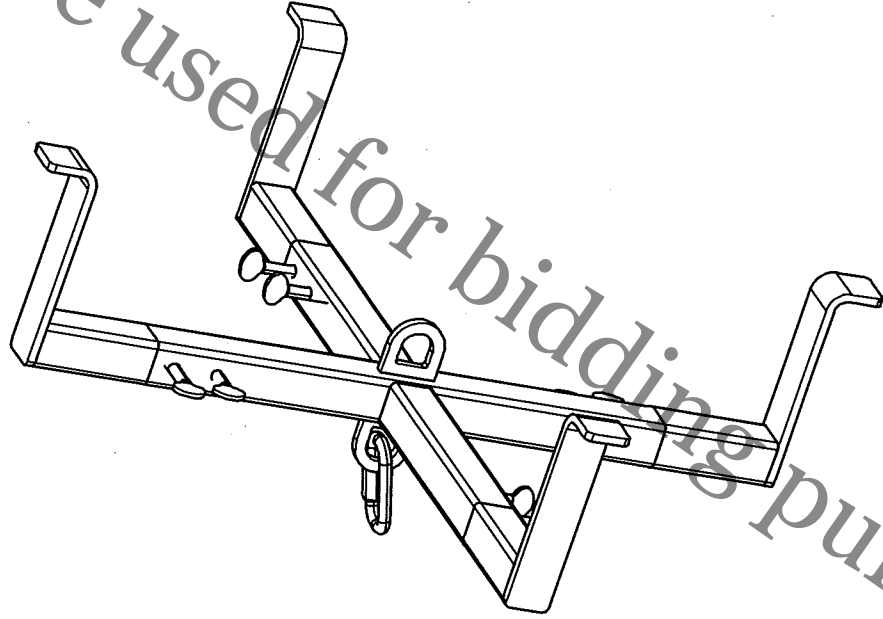
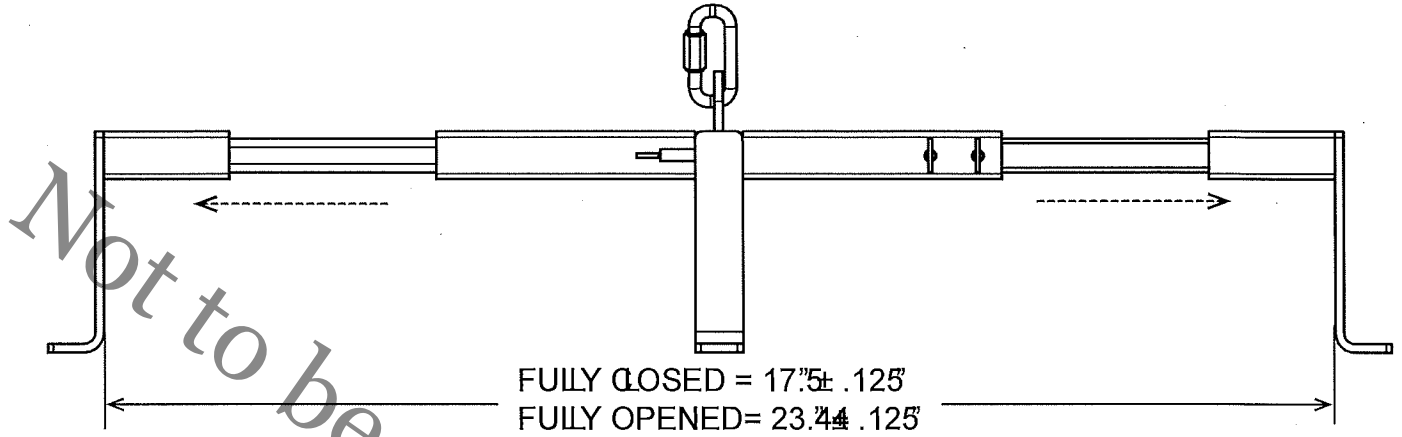
Model 2160 LaserFlow Module with 2191 Battery Module



| ELECTRICAL CONNECTIONS | | |
|------------------------|-----------------------------|-------------------------------------|
| CONNECTOR | TYPE | FUNCTION |
| COMMUNICATION (UPPER) | 6 COND. SOCKET CUSTOM | POWER, NETWORKING, AND PC INTERFACE |
| COMMUNICATION (LOWER) | 6 COND. SOCKET CUSTOM | POWER, NETWORKING, AND PC INTERFACE |
| SENSOR | 6 COND. SOCKET CUSTOM W/AIR | TIEN&I SENSOR INTERFACE |

TOP DIMENSION IS ENGLISH,
LOWER DIMENSION IN BRACKETS IN CENTIMETERS.

ProHanger SST Manhole Suspension Bracket
Rating: 200lbs



¹ Specify battery type.

END OF SECTION

**Approved Manufacturer Specifications:
HACH**

Not to be used for bidding purposes

PART 1 GENERAL

1.1 System Description

A. There shall be furnished a portable area velocity flow logger and non-contact sensor for directly measuring average velocity and level of wastewater and/or environmental water in an open channel.

B. Measurement Procedures

The method of flow measurement shall be non-contact and apply the combination of advanced Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow with the ability for bi-directional measurement of surcharge flow.

C. Manufacturer

The system shall be Hach Model FL900, FL901, FL902 or FL904 Flow Logger, Marsh-McBirney Flo-Dar® Sensor and Flo-Ware™ software as manufactured by Hach Company in Loveland, Colorado, US.

D. Alternates

1. Other methods of measurement such as bubblers, floats, or submerged (contact) sensors shall not be considered acceptable.
2. Sensors incapable of measuring bi-directional surcharge shall not be considered acceptable.
3. Sensors which require mounting inside of the pipe shall not be considered acceptable.
4. Loggers without an LED indicator for programming/operating status shall not be considered acceptable.

The naming of a manufacturer is to define minimum acceptable performance and functionality. Other manufacturers may be approved as an equal if they meet the specifications. Alternate manufacturers shall submit equipment specifications to the engineer ten (10) business days prior to the bid date including a written description of the alternate offering and any exceptions to the specifications. Acceptable alternate vendors may be listed by Addendum.

PART 2 EQUIPMENT

2.1 Flow Logger

A. The flow logger shall be a battery-powered data logger housed in a sealed NEMA 6P/IP68 rated PC/ABS structural foam enclosure.

B. The logger shall provide one, two or four sensor ports and one communications port; the ports shall be placed on the vertical sides of the logger body.

1. Model FL900 shall be equipped with one sensor port and support one flow equation.
2. Model FL901 shall be equipped with one sensor port and support one flow equation; it shall also provide one auxiliary port (for external power or connection to a sampler).
3. Model FL902 shall be equipped with two sensor ports and support up to two flow equations, one for each port; it shall also provide one auxiliary port (for external power or connection to a sampler).
4. Model FL904 shall be equipped with four sensor ports and support up to four flow equations, one for each port; it shall also provide one auxiliary port (for external power or connection to a sampler).
5. Optional connector port includes rain gauge.

C. The sensor ports shall be self-detecting for Marsh Mc-Birney Flo-Dar, Marsh Mc-Birney Flo-Dar Surcharge Velocity Sensor and Marsh Mc-Birney Flo-Tote sensors.

D. Power requirements shall be 8 to 18 VDC from batteries or external power source, 2.5W maximum.

1. Four 6V alkaline batteries shall be provided with the unit. The logger shall also be capable of operating on two 6V alkaline batteries. The battery compartment shall be sealed with an o-ring for additional moisture barrier.
2. If available, power from an external source (either AC or DC) can be fed to the controller.
 - a. External power source options include solar panel with deep cycle battery, AC (requires AC to DC adaptor cable), and long-life alkaline battery.

- b. When external power is supplied, the logger shall be capable of power switching, i.e. drawing first from the external power source and using the back-up batteries only in the event of low power or power fail to optimize the life of the alkaline batteries installed in the base of the logger.
- E. The logger shall be capable of operating in temperatures ranging -18C to 60C (0F to 140F) at 95% RH.
- F. The logger shall have an LED indicator for operating/programming status visible on the top surface of the logger.
- G. The logger shall be able to communicate to a computer locally via USB or RS232 connection (Baud rates: 9600, 19200, 38400, 57600, 115200)
- H. The logger shall have maximum of 16 channel alarms with high/high, high, low, low/low options. Additionally system alarms include low battery, low RTC battery, low slate memory and slate memory full.
 - 1. In the event of an alarm condition, the following alarm actions shall be available: start the sampler, change the log interval.
- I. The logger shall be capable of secondary logging intervals for dynamic logging where the logging interval changes upon a user defined alarm trigger.
 - 1. Primary and secondary logging intervals shall be 1, 2, 3, 4, 5, 6, 10, 12, 15, 20, 30 or 60 minutes.
- J. Data shall be stored in non-volatile flash memory and be retained when power is removed:
 - 1. Event Log: 1,000 events.
 - 2. Sampler History: 2,000 sample events maximum.
 - 3. Datalog: 325,000 data points; 1128 days for 3 channels at 15 minute log intervals.
- K. Timebase accuracy of the Flow Logger shall be 0.002% synchronized every 24 hours with server software and modem.
- L. Certifications:
 - 1. Logger: CE/CSA
 - 2. Optional AC power supply: UL/CSA/CE

2.2 Flow Sensor

- A. The sensor shall consist of three transducers housed in a polystyrene IP 68 rating watertight enclosure.
- B. The sensor shall be of the non-contact type and be mounted above the flow surface.
- C. The sensor shall be capable of operating at temperatures ranging from 14° F to 122° F (-10° to 50° C)
- D. Power for the sensor shall be supplied by the FL900 Flow Logger.
- E. The three transducers shall be Digital Doppler radar for surface velocity, an ultrasonic pulse echo for fluid level, and a Piezo-resistive pressure measurement for surcharge level.
- F. The radar beam shall transmit signals, which interact with the fluid and reflect back at a different frequency. These reflected signals shall be compared with the transmitted frequency, resulting in a frequency shift. The frequency shift shall provide an accurate measurement of the flow velocity. The non-contact sensor shall be able to measure surface velocity and make real time adjustments to convert surface velocity to average velocity via an algorithm that considers the fluid level and the size of the pipe.
 - 1. Velocity Measurement
 - a. Method: Radar
 - b. Range: 0.75 to 20 ft/s (0.23 m/s to 6.10 m/s)
 - c. Accuracy: $\pm 0.5\%$; ± 0.1 ft/s (± 0.03 m/s)
- G. Fluid level shall be measured with an ultrasonic pulse echo transceiver by transmitting a sound wave to the fluid surface.
 - 1. Level Measurement
 - a. Method: Ultrasonic
 - b. Operating Range from Flo-Dar Housing to liquid: 0 to 60 inches (0 to 152.4 cm)
 - c. Optional Extended Level Operating Range from Transducer Face to Liquid: 0 to 20 ft (0 to 6.1 m) with 17" (43.2 cm) deadband, temperature compensated
 - d. Accuracy: $\pm 1\%$, ± 0.1 inches (± 0.25 cm)
- H. The sensor shall accurately measure flows in circular and rectangular channels down to flow depths of $\frac{1}{4}$ in.

- I. Flow shall be calculated based on the Continuity Equation ($Q=V \times A$), where Q = flow, V = average velocity and A =area.
 - 1. The accuracy shall be typical $\pm 5\%$ of the reading where flow is in a channel with uniform flow conditions and is not surcharged, $\pm 1\%$ full scale maximum.
- J. A Piezo-resistive pressure sensor shall be used to measure the level of fluid above the sensor if a surcharge condition occurs.
 - 1. Surcharge Velocity Measurement
 - a. Method: Electromagnetic
 - b. Range: ± 16 ft/s (± 4.8 m/s)
 - c. Accuracy: ± 0.15 ft/sec or 4% of reading, whichever is greater
 - d. Zero Stability: $> \pm 0.05$ ft/sec
- K. Certifications:
 - 1. FCC Rules Part 15.245: FCC ID: VIC-FLODAR24
 - 2. Industry Canada Spec. RSS210, V7: IC No.: 6149A-FLODAR24

2.3 Sensor Cable

- A. The standard sensor cable shall be abrasive resistant polyurethane jacket with waterproof connectors.
- B. The connectors shall allow for each connection of the monitor unit to the Flo-Dar sensor. The standard flow meter shall be provided with 30 feet of cable. Additional sensor cable assemblies, of various lengths, shall be available as field-installable options.
- C. The additional sensor cable assemblies shall allow the user to extend the distance between the monitor unit and Flo-Dar™ sensor up to 1,000 feet.
- D. A junction box should be available as an accessory to allow sensor cable to be easily run through conduit.
- E. There shall be an air-tube enclosed in the sensor cable to vent moisture to a desiccant canister to protect the electronics of the sensor from moisture and damage.
 - 1. A Teflon® hydrophobic filter shall be installed in the desiccant canister to prevent liquid from entering the vent tube.

2.4 Warranty

- A. All equipment is covered by a one-year factory warranty from the date of shipment.

PART 3 SOFTWARE

- 3.1 The desktop software shall be Flo-Ware™ for Windows® for data management and instrument communications.
 - A. The software shall include drivers specific for the logger and sensor.
 - B. The local communications cable shall be USB or RS232 with DB9 connector.
 - C. The reports section of the program shall use the raw data from the instrument to create “projects” that can be viewed, adjusted, and printed. Reports shall consist of chart, text and scatter plot formats.
 - D. Data can be adjusted in the raw data view to change incorrect values.
 - E. Data shall be able to be saved in a .txt or .csv file format for use in common applications such as Microsoft® Excel® spreadsheet software.
- 3.2 Computer System Requirements
 - A. The software shall be compatible with desktop/lap top computers utilizing Windows operating system; minimum graphics resolution needed is 1024 x 768.

PART 4 MOUNTING HARDWARE

4.1 Logger

- A. The logger shall be compatible with hardware capable of mounting to a fixed post or railing, attaching to a ladder rung, or suspended using cables or bars bolted directly inside a manhole.

4.2 Sensor

- A. The sensor shall be mounted directly above the flow by using either a permanent or temporary mount.
 - 1. The permanent mount shall be of stainless steel material suitable for manhole applications and consist of a sensor mount frame, wall mount frame, wall mount bracket, two space bars and clamps which can be bolted directly inside a manhole.
 - 2. The temporary mount shall be of galvanized and stainless steel materials. The temporary mount shall consist of a jack bar assembly, reversible frame assembly and a vertical adjustable pole. The temporary mount shall be configured to mount directly inside various size manholes without requiring any holes or modifications to the structure. The temporary mount shall also allow for easy angle adjustments of the reversible frame so the sensor can be mounted directly above the flow.
 - 3. The sensor mounts shall be designed for easy insertion and retraction of the sensor without entering the manhole with use of the optional retrieval pole and hook assembly.
- B. A sensor laser alignment tool shall be available as an option. The laser alignment tool is recommended to properly align sensor during installation.

PART 5 MAINTENANCE

5.1 Preventative Maintenance

- A. Examine the Flo-Dar sensor on an annual basis to look for corrosion or damage that can allow environmental gases into the interior. Make sure that no swelling, blistering, pitting or loss of material has occurred on the upper and lower portions of the main plastic enclosure, the depth module or the radome.
- B. If the extended depth sensor is used, examine the enclosure and the four ¼-20 SS bolts.
- C. If the surcharge velocity sensor (SVS) is used, make sure the unit is not corroded and the labels are readable.
- D. Examine the cable connectors on an annual basis for any damage or corrosion and tighten all connectors.

5.2 Unscheduled maintenance

- A. Cleaning the exterior of the instruments with a moist cloth and mild detergent
- B. Replace the batteries with the same type and rating.
- C. Replace the desiccant when batteries are changed or when beads change color from gold to green.
- D. Replace the hydrophobic filter in the desiccant cartridge as needed.

END OF SECTION

IV

**BID FORM
INVITATION TO BID**

PORTABLE FLOW MONITORING EQUIPMENT SUPPLY

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 the **Portable Flow Monitoring Equipment 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, and Contract Form.

The Undersigned also affirms and declares:

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

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

C. That this bid is made without any understanding, 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 submitting a bid as a result of a bid-rigging or bid-rotating conviction.

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

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

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.14 (Page 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.

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

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

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

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

**BID PRICE
PORTABLE FLOW MONITORING EQUIPMENT SUPPLY
AS SPECIFIED IN THIS INVITATION TO BID**

| Description | Qty. | Unit | Unit Price | Total Price |
|--|------|------|------------|-------------|
| Portable Flow Monitoring Equipment Package, Complete | 3 | EA | | |

TOTAL BID PRICE = _____

In conformance with the Detailed Specifications, prices and partial descriptions have been attached to this request for bids to assist the District in evaluating my Organization's bid.

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)

By: _____
(Authorized Rep's Signature)

(Print Street Address)

(Print Rep's Name)

(Print City, State, Zip)

(Print Rep's Title)

(Area Code and Phone Number)

(Facsimile Number)

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

The Board of Trustees of the Rock River Water Reclamation District (RRWRD) reserves the right to reject any and all bids, or any part thereof, or to accept any bid or part thereof, or to waive formalities in any bids deemed to be in the best interest of the RRWRD.

**“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
Attn: Christopher T. Baer, Engineering Manager
P.O. Box 7480
Rockford, IL 61126-7480

Responses can be delivered in person to:

Rock River Water Reclamation District
Attn: Christopher T. Baer, Engineering Manager
3501 Kishwaukee Street
Rockford, IL 61109

Responses can also be faxed to:

Rock River Water Reclamation District
815-387-7665

We have received Invitation to Bid: **Portable Flow Monitoring Equipment Supply**, opening at 2:00 P.M. on February 21, 2019.

Reason for not bidding: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

V
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
PORTABLE FLOW MONITORING EQUIPMENT 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, 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

**VI
FORMS OF AFFIDAVIT
INVITATION TO BID
PORTABLE FLOW MONITORING EQUIPMENT 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 successful bidders):

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

Notary Public _____

County _____

My Commission Expires _____

VII

**CONTRACT
ROCK RIVER WATER RECLAMATION DISTRICT
PORTABLE FLOW MONITORING EQUIPMENT SUPPLY**

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 Form, and Forms of Affidavit of the Invitation to Bid: **Portable Flow Monitoring Equipment Supply**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

The Successful Bidder shall provide the District's **Portable Flow Monitoring Equipment Supply** at the bid price, and a one (1) year warranty from date of final acceptance by the District.

2. Contract Price

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

_____ (\$_____)

The Contractor fully understands and agrees that his bid price, delivered F.O.B. 3333 Kishwaukee St., Rockford, IL will be the only basis for payment for the contract's duration, and that in the absence of changes to which the District and Contractor agree because of revisions to the scope of the **Portable Flow Monitoring Equipment Supply**, this contract allows for no price increases.

3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service, materials, or equipment that meets or exceeds the District's specifications;
- B. Deliver the **Portable Flow Monitoring Equipment Supply** 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. damagesto which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
 - a. in the execution of the Contract, or
 - b. from actions the District or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs;"
- F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
 1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
 2. document compliance as required,
 3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
 4. prepare and make available all required information and documentation, and
 5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.14 from all:

- a. Suits, claims, or actions;
- b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
- c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

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

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

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

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

I. The Steel Products Procurement Act, Illinois Public Act 83-1030, requires that steel products used or supplied in performance of this Contract or subcontract shall be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.

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

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

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

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

4. Payments to Contractor

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

5. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express 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 deliver shop drawings within ten (10) business days from District issuance of Notice of Award. Approved Equipment shall be delivered to the District within thirty (30) calendar days of District issuance of shop drawing approval.

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.

(SEAL)

Notary Public