



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

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

**ROCK RIVER WATER RECLAMATION DISTRICT  
INVITATION TO BID #20-216  
ARTICULATING BOOM LIFT**

October 14, 2020

Name of Bidding Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Bid Opening Time and Date: 2:00 p.m., November 4, 2020**

*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**

**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](http://www.rwrdd.dst.il.us)

I

**NOTICE  
INVITATION TO BID  
ARTICULATING BOOM LIFT**

The Rock River Water Reclamation District will receive sealed, signed bids for an **Articulating Boom Lift** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M. on November 4, 2020.

No bid shall be withdrawn after the opening of bids without consent of the Rock River Water Reclamation District for a period of 60 days after the scheduled time of receiving bids.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 Michael Christensen, Assistant Director of Plant Operations of the Rock River Water Reclamation District, 3501 Kishwaukee Street, P.O. Box 7480, Rockford, IL 61126-7480; telephone 815-387-7614; MChristensen@rrwr.illinois.gov.

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](http://www.rrwr.dst.il.us). Bid documents for submittal are available by contacting the Procurement Coordinator at MRoach@rrwr.illinois.gov or (815) 387-7425.

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



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

II

**GENERAL SPECIFICATIONS AND INSTRUCTIONS  
INVITATION TO BID  
ARTICULATING BOOM LIFT**

**2.1 Bid Preparation**

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

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

An authorized officer or individual must sign the bid. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or the corporation officer 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. 20-216 Articulating Boom Lift**". **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  
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 bidder 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 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](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 Director of Management Services.

### **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 statutes, ordinances, rules and regulations applicable and having the force of the law.

#### **A. Illinois Regulations**

**1. Prevailing Wage.** All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). The undersigned, as Bidder, declares he will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Rock River Water Reclamation District) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

Transcripts of certified payroll shall be filed using the IDOL portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>

**2. Public Act 83-1472.** Article 2 of Public Act 83-1472 provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as

defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type of work involved.

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

The provisions of this Section shall not apply:

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

## 2.7 Terms

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

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

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

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

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

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

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

### **2.8 Quantities Estimated Only**

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

### **2.9 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 on a basis for varying the requirements of the District or the compensation of 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 Director of Management Services. The Contract Form is part of this Invitation to Bid. If the successful bidder fails to complete the Contract Form within the specified time, he shall be in material default.

### **2.12 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 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 **Articulating Boom Lift** 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 **Articulating Boom Lift** bids or
2. designate the next-low bidder to perform the **Articulating Boom Lift** contract, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Articulating Boom Lift** 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 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.

### **2.15 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 Director of Management Services and/or the District's insurance consultant for review.**

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

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

**2.17 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.

FOR REVIEW PURPOSES ONLY

### III

## DETAILED SPECIFICATIONS INVITATION TO BID ARTICULATING BOOM LIFT

### 3.1 Purpose

It is the purpose of this document to specify minimum requirements the successful bidder must meet in order for the District to obtain an **Articulating Boom Lift**.

### 3.2 Scope

Furnish an articulating boom lift, delivered FOB 3333 Kishwaukee St., Rockford, IL 61109 as specified in this section below.

### 3.2 Minimum Requirements

#### A. Key Specifications

1. 2008 or newer
2. Platform height: 80 ft.
3. Platform capacity: 500 lb. minimum
4. Horizontal outreach: 50 ft. minimum
5. Power plant: diesel engine

#### B. Performance Specifications

1. 4 WD
2. Swing: 360 degrees
3. Swing type: continuous
4. Jib – range of articulation: 130 degrees

#### C. Reach Specifications

1. Working height: 85 – 87 ft.
2. Working outreach: 54 ft.
3. Horizontal jib rotation: 0 degrees
4. Up and over height: 32 ft. minimum
5. Tire sizing: 18-265 foam filled
6. Tail-swing: 2 ft., 6 in.

### 3.3 Fees

All bids shall include all fees associated with the purchase including any shipping, delivery or doc fees.

### 3.4 Maintenance Records

All prior service and or maintenance records shall be made available to District personnel.

### 3.5 Warranty

All bids shall include a 90 – day warranty on parts and labor.

### **3.6 Final Inspection**

The District shall have the right to accept or reject any and all bids based on a satisfactory final inspection by District personnel prior to purchase.

### **3.4 Payments to the Successful Bidder**

Section 2.7A of this Invitation to Bid contains the District's general payment requirements.

### **3.5 Questions**

Interested parties may direct questions concerning this Invitation to Bid to Michael Christensen, Assistant Director of Plant Operations; 815-387-7614. The District will not interpret specifications for individual bidders. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective bidders.

FOR REVIEW PURPOSES ONLY

IV

**BID FORM  
INVITATION TO BID  
Articulating Boom Lift**

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 **Articulating Boom Lift** 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 **Articulating Boom Lift**, 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 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.

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**  
**ARTICULATING BOOM LIFT**  
**AS SPECIFIED IN THIS INVITATION TO BID**

Price, expressed in figures, for delivery F.O.B. Rock River Water Reclamation District, of an **Articulating Boom Lift**, in conformity with all specifications in this invitation to bid:

\$ \_\_\_\_\_.

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

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

Bidder: \_\_\_\_\_ By: \_\_\_\_\_  
(Print Name of Firm) (Authorized Rep's Signature)

\_\_\_\_\_  
(Print Street Address) (Print Rep's Name)

\_\_\_\_\_  
(Print City, State, Zip) (Print Rep's Title)

\_\_\_\_\_  
(Area Code and Phone Number) (Facsimile Number)

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

**“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: **Articulating Boom Lift**, opening at 2:00 P.M. on November 4, 2020.

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

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

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

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

FOR REVIEW PURPOSES ONLY



**V**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**  
**ARTICULATING BOOM LIFT**

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 Ill. Reg. 16484, effective September 23, 2008)"

IL Dept of Human Rights Registration No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

**VI  
FORMS OF AFFIDAVIT  
INVITATION TO BID  
ARTICULATING BOOM LIFT**

**Vendor City:** \_\_\_\_\_ **Vendor County:** \_\_\_\_\_ **Vendor 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  
ARTICULATING BOOM LIFT**

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: **Articulating Boom Lift**, 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 **Articulating Boom Lift**, including installation, at the bid price, and a two (2) 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 **Articulating Boom Lift**, this contract allows for no price increases.

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

### 3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service, materials, or equipment that meets or exceeds the District's specifications;
- B. Deliver and install the **Articulating Boom Lift** 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:
    - 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 **Articulating Boom Lift** 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 delivery schedules specified in the Invitation to Bid.

**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 \_\_\_\_\_  
Executive Director

ATTEST: \_\_\_\_\_  
Director of Management Services

STATE OF ILLINOIS )  
COUNTY OF WINNEBAGO )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Julia Scott-Valdez, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Director of Management Services of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said District.

(SEAL)

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