



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
 Donald Massier, Trustee
 Elmer Jones, Trustee
 Timothy S. Hanson, Executive Director

**INVITATION TO BID #21-206
 SECURITY SERVICE**

January 20, 2021

Name of Bidding Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Mandatory Pre-bid Web Conference Time and Date: 2:00 P.M., January 27, 2021

Bid Opening Time and Date: 2:00 P.M., February 3, 2021

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

The Graceffa Administration Building at 3501 Kishwaukee Street is currently closed due to the COVID-19 pandemic. The bid opening for **Security Service** will be held via Webex at 2:00 P.M. on February 3, 2021. Please use the following information to access the meeting:

Meeting link: <https://rrwr.webex.com/rrwr/j.php?MTID=m961fb4e21f3e4b19c5f780e82dd98dcb>

Meeting number: 146 197 8094

-OR-

Join by phone

+1-408-418-9388 United States Toll

1-844-992-4726 United States Toll Free

Access code: 146 197 8094

Bid Deposit/Bid Bond: YES

Prevailing Wage: NO

Performance Bond: YES

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.rrwr.dst.il.us



I
ROCK RIVER WATER RECLAMATION DISTRICT
NOTICE
INVITATION TO BID #21-206
SECURITY SERVICE

The Rock River Water Reclamation District ("District") will receive sealed, signed bids for **Security Service** at the District's offices, 3501 Kishwaukee Street, until 2:00 P.M., February 3, 2021.

The scope of this bid involves providing one uniformed guard, 24 hours per day, seven days per week, at the District's 3333 Kishwaukee Street guard station.

The Graceffa Administration Building at 3501 Kishwaukee Street is currently closed due to the COVID-19 pandemic. The bid opening for **Security Service** will be held via Webex at 2:00 P.M. on February 3, 2021. Please use the following information to access the meeting:

Meeting link:

<https://rrwrw.webex.com/rrwrw/j.php?MTID=m961fb4e21f3e4b19c5f780e82dd98dcb>

Meeting number: 146 197 8094

-OR-

Join by phone

+1-408-418-9388 United States Toll
1-844-992-4726 United States Toll Free

Access code: 146 197 8094

A MANDATORY pre-bid web conference will be held on January 27, 2021 at 2:00 p.m., Via WebEx.

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

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.rrwrw.dst.il.us. Bid documents for submittal are available by contacting Purchasing at the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 (815) 387-7425, mroach@rrwrw.illinois.gov.

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 #21-212
SECURITY SERVICE

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, at its sole discretion, it may reject the bid.**

2.2 Submission of Bids

The District **will not** receive bids in an electronic format or by facsimile. The bidder shall return his bid in a sealed envelope, clearly marked as "**Invitation to Bid #21-206 - Security Service**". **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 Bid Security

Each bid must be accompanied either by cash, an original certified or bank cashier's check on a solvent bank or trust company, or a bidder's bond (form attached) from acceptable surety, drawn to the order of the Rock River Water Reclamation District in an amount of not less than ten percent (10%) of the bid price, issued by a surety company licensed to conduct business in the State of Illinois and named in the current list of "Surety Companies Acceptable On Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Failure to provide a Bid Security in the amount specified will constitute sufficient cause for rejection of the bid.

Within three (3) days after the opening of bids, the bid securities of all but the three lowest bidders will be returned. The bid security of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening of bids. The bid security of the successful bidder will be returned only after he has duly executed the contract and furnished the required insurance.

2.4 Performance Bond and Payment of Vendor Bond

The successful bidder shall provide a Performance Bond and Payment of Vendor Bond acceptable to the Rock River Water Reclamation District. The performance bond shall be for either 100% of the annual contract price or for the successful bidder's unit price times the estimated number of units, as applicable. The performance bond shall be submitted annually on or before its expiration date, and within 10 business days of the award anniversary date for the entire length of the Contract period.

This Invitation to Bid contains a Performance Bond form and Payment of Vendor Bond for the successful bidder's use.

If the successful bidder fails to provide acceptable bonds within the specified time he shall be in default.

2.5 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. The bidder shall include all applicable taxes in his bid price.

2.6 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.

2.7 Acceptance of Bid

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

2.8 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 is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

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.

2.9 Terms

A. Payments to the Successful Bidder. 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.

B. Default. In case of default, the District will procure the 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.

C. 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.

2.10 Investigation

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

2.11 Addenda

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

- A. not less than 3 working-days prior to the bid opening date;
- B. via email, mail 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;
 3. email address the 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 facsimile number or email, the District will provide addenda via mail.

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

2.12 Contract Form

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

2.13 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to perform services 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 **Security Service** contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.9B of this Invitation to Bid.

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

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

1. request new **Security Service** bids or
2. designate the next-low bidder to perform the **Security Service** contract, provided that said next-low bidder agrees to his original bid terms.

The District may repeat this option until it obtains an acceptable **Security Service** contract.

2.14 "No Bid" Response Form

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

2.15 Indemnification Clause

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the District, its officers, officials, employees, volunteers, and agents against any and all claims, costs, causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees, officers, independent contractors, or subcontractors of the successful respondent/ contractor or District, on account of

personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the successful respondent/contractor or subcontractor, whether such loss, damage, injury, or liability is contributed to by the negligence of the District or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor shall have no liability for damages or the costs incident thereto caused by the sole negligence of the District.

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

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

2.16 Force Majeure

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

2.17 Insurance

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

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

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

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

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

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

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

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

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

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

D. Best's Ratings.

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

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

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

b. If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District's Director of Management Services and/or the District's insurance consultant for review.

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

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

2.18 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 #21-212
SECURITY SERVICE

3.1 General

The successful bidder shall be an independent contractor. He shall provide a firm fixed price bid for uniformed guards, in conformity with this Invitation to Bid and with applicable laws, regulations and professional standards.

3.2 Pre-Bid Conference

A MANDATORY pre-bid web conference will be held on January 27, 2021 at 2:00 p.m. via WebEx.

Vendors are required to contact the District at mroach@rrwrld.illinois.gov by noon on January 26, 2021 to notify of their intent to attend the conference.

3.3 Scope

Unless otherwise required by the District in writing, the successful bidder shall furnish one uniformed guard, 24 hours per day, seven days per week, at the District's 3333 Kishwaukee Street guard station. The guard station is equipped with such conveniences as telephone, heat, indoor plumbing, desk, and electrical outlets. A transportation scale is installed in the roadway adjacent to the guard station. The guard shall record vehicle weights on this scale, in conformity with District procedures.

At its sole option, the District may request the contractor to provide the services of additional licensed guards and armed guards. This document's bid form includes an entry for the bidder's hourly fee for such a service.

In the absence of the District's written permission, guards shall not be armed and shall not attempt to physically intervene in threatening situations. Guards shall report any problems or suspicious occurrences to appropriate authorities and to designated District staff.

The District revises the "Security Guard Operating Procedures" periodically, within the scope of the Security Service contract. When revisions occur, the District will notify the successful bidder in a timely manner, and will provide the successful bidder a reproducible copy of the new edition.

The successful bidder shall be an independent contractor, solely responsible to provide all management and labor necessary to provide service that conforms with these specifications. He shall recruit, select, train, supervise, direct, and compensate guards in conformity with all applicable laws and regulations and shall ensure that all service conforms to these specifications.

3.4 Optional Services

Please indicate if your firm provides these optional services and your cost. Your bid will not be evaluated on the basis of providing or not providing these optional services.

A. Alarm System Monitoring

Monitoring the District's burglar and fire alarm system at the District's 3333 and 3501 Kishwaukee Street locations, and the burglar alarm system at the District's 4850 Torque Road, Loves Park facility. Duties include monitoring alarm systems and contacting appropriate District authorities; including but not limited to, District staff and public safety agencies. *Please provide an annual cost on the bid form.*

B. Alarm System Response

Respond to alarms at the District's 3333 and 3501 Kishwaukee Street, Rockford locations and at the District's 4850 Torque Road, Loves Park facility. Duties include checking for forced entry and contacting District staff and law enforcement agencies as required. Report findings of alarm responses to appropriate District staff, verbally and, when required, in a written report. *Please provide either an annual cost for all facilities or a per incident cost on the bid form. Please indicate average response time.*

3.5 Officers' Skills, Abilities, and Decorum

All officers the successful bidder provides shall:

- A. perform duties in a responsible, professional manner;
- B. successfully complete 20 hours of State-required training within legally required time limits subsequent to their appointment, as confirmed by certificates on file at the successful bidder's offices;
- C. be fully licensed, in conformity with any and all applicable regulations and standards, as evidenced by the Permanent Employee Registration Card (PERC) issued by the Illinois Department of Professional Registration and shall retain the PERC on his or her person at all times while on duty;
- D. read and understand printed, detailed business, environmental, regulatory, and related information, expressed in contemporary business English, including, but not limited to:
 - 1. attached "Security Guard Operating Procedures"
 - 2. hazardous materials response plan
 - 3. District memoranda
 - 4. location maps and basic diagrams
 - 5. governmental and regulatory forms necessary to District operation;
- E. demonstrate understanding of the "Security Guard Operating Procedures" by successfully completing a comprehensive, written, "open book" examination on these procedures, where such examination is prepared by the successful bidder and approved by the District prior to use;

- F. be responsible for all duties and responsibilities as outlined in the Rock River Water Reclamation District's "Security Guard Operating Procedures";
- G. legibly, accurately, and concisely document information on District, Environmental Protection Agency, and other business and regulatory forms (examples of forms are available upon request);
- H. provide periodic radio or telephone contact and communication backup, notify designated District staff and Police or Fire Departments, as appropriate, in situations that warrant such intervention;
- I. accurately, politely, consistently, and articulately orally communicate established policies and procedures to the District's customers, employees, contractors, guests, and to the general public, in English;
- J. rationally, politely, and consistently address ongoing developments, occurrences, and emergencies in conformity with standard business practices and security industry professional standards;
- K. refrain from using profane or vulgar verbal expressions or non-verbal gestures;
- L. refrain from consumption of any alcoholic beverages:
 - 1. for the four hours prior to coming on duty
 - 2. at all times while on duty;
- M. **not**, at any time, work or attempt to work having consumed an illegal substance;
- N. **not** work or attempt to work under any circumstances when their blood alcohol content exceeds 0.02%;
- O. **not** bring alcohol or illegal substances, in any quantity, on District premises.

3.6 Officers' Uniform and Appearance

All officers the successful bidder provides shall be well groomed and clean at all times when they enter District property and shall, at all times when they are on duty, be attired as follows:

- A. badge prominently pinned to vest pocket;
- B. medium or light blue, gray or tan military-type officer's shirt or blouse, short or long sleeve;
- C. coordinated tie, solid color, military-type officer's belt, military-type officer's trousers
- D. coordinated well-shined, dress military-type shoes
- E. in colder weather, coordinated military-type officer's coat, appropriate hat, gloves, etc.

The successful bidder shall provide, at **no cost** to the officers, at least one complete uniform to include all items listed above to each officer.

3.7 Examples of Guards' Duties

Without limitation, the successful bidder shall:

- A. provide directions and appropriate information for visitors;
- B. maintain a check-in log during specified hours (currently between 5:00 P.M. and 6:30 A.M.);
- C. monitor, record, sample, and weigh waste disposer and material vendor deliveries, and District sludge transports using District computerized scale system and under District furnished detailed procedures;
- D. immediately report instances of or situations that appear conducive to such occurrences as robbery, vandalism, sabotage, disorder, or fire to appropriate authorities and to designated District staff;
- E. answer the District guard house phone in conformity with District instructions;
- F. monitor all cameras;
- G. perform related security services that the District might require.

3.8 Contract Duration

The successful bidder shall provide the District with **Security Services** for a **36-month** period, beginning at 12:00 A.M. on May 1, 2021, and continuing through 11:59 P.M. on April 30, 2024. If the District and the successful bidder agree in writing, the contract may be extended beyond April 30, 2024 two times for one year each.

3.9 Telephone

The District guardhouse is equipped with two telephones. One is connected to the District's phone system; the other is connected directly to the District's phone line supplier. The phone connected to District's phone line supplier is to be used for emergency use only, in the event that the District's standard phone system is unavailable. For the other phone, District will pay for the monthly base charges for either system and all business related usage, including hourly safety confirmation calls. Any cost for calls determined to be non-business will be the responsibility of the security service. The District will supply documentation to support charges for non-business related calls.

3.10 Wages

It is the District's intention that the contractor limits their staff to fully qualified, extremely reliable officers. Therefore, for the duration of the contract, all officers assigned to the District's 3333 Kishwaukee Street location shall be paid a gross hourly wage equal to or exceeding 1.2 times the Illinois minimum wage. This gross hourly wage meets or exceeds the current State of Illinois minimum wage rate of \$11/hour. The Illinois minimum wage rate is scheduled to increase \$1/hour every year on January 1 until 2025 to reach a minimum wage rate of \$15/hour; see IL Dept. of Labor Public Act 101-0001. This includes any officer who performs duties at the District's site, whether fulfilling duties on a temporary or permanent schedule basis. It shall be the Bidder's responsibility to ensure all future increases in the Illinois minimum wage are taken into consideration within the submitted bid price, as no increase in the Bidder's price to the District will be allowed within the Contract period.

The successful bidder shall submit certified payroll records with each and every monthly invoice submitted to the District. Failure to submit proper certified payroll records may delay payment. The certified payroll records must include the name, job classification, hourly wages paid in each pay period, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor.

3.11 Price Increases Prohibited

Except for changes to which the District and the successful bidder agree because of revisions in the scope of the **Security Service** the District requires, the **Security Service** contract allows for no price increase between May 1, 2021 and April 30, 2024.

3.12 Supervision

One of the successful bidder's supervisory employees shall visit the District's 3333 Kishwaukee Street facility at least once per week throughout the course of the contract. Once per month, at a time agreeable to the District, one of the successful bidder's senior managers or officers shall meet with District management. The meeting shall occur at the District, at a time agreeable to both parties.

3.13 Facility Inspection

If bidders wish to visit the District's 3333 Kishwaukee Street facility prior to submitting their bid, they may contact Kwame Calvin, Assistant Director of Internal Services at 815-387-7609 for an appointment. A bidder who wishes to receive additional samples of the types of forms or documents officers must be able to read and complete may request same from Purchasing at 815-387-7425 or mroach@rrwr.illinois.gov

3.14 Reference Information

As this document's Bid Form indicates, the bidder shall provide the following reference information, without limitation:

- A. An outline of the personnel and training procedures he proposes to use in performing **Security Service** for the District;
- B. An outline of his management and operational structure;
- C. A statement of how long he has been in the **Security Service** business; and
- D. A list of two (2) organizations for which he is currently providing **Security Service**.

At its sole discretion, the District shall reject any bid if the:

- A. bidder has been in the **Security Service** business for less than 12 consecutive months prior to submitting his bid;
- B. bidder is providing **Security Service** for less than two organizations at the time he submits his bid;
- C. District determines that the bidder's references are dissatisfied with said bidder's service; **or**
- D. District believes a bidder's reference information is in any way unsatisfactory.

The District's decision in such an event shall be final, and the District's procurement procedures contain **no** method of appeal for a party whose bid is so rejected.

3.15 Payments to Successful Bidder

The successful bidder shall invoice the District monthly. The basis of each invoice shall be the hourly rate entered on this document's Bid Form times the total number of hours of service actually rendered per day, maximum of 24 hours times the number of days billed for the given period. For example, if for the month of June, 2021, the successful bidder has provided:

- A. satisfactory **Security Service** and
- B. one guard 24 hours per day,
then, on July 1, 2021, the successful bidder may invoice the District for:
30 days/month x 24 hours/day = 744 hours/month of June
for **Security Service** at the hourly bid price.

The District will deny invoices for any costs not included in the successful bidder's original bid, unless the successful bidder attaches District management's written pre-authorization for additional payment. Section 2.9A of this Invitation to Bid contains the District's general payment requirements.

3.16 Questions

Interested parties may direct questions concerning this Invitation to Bid to Kwame Calvin, Assistant Director of Internal Services, 815-387-7609.

3.17 Last Contract's Bid

The current contractual rate for Security Service is:

\$18.85 per hour

IV
BID FORM
INVITATION TO BID #21-206
SECURITY SERVICE

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

FROM: _____
(Individual, Partnership or Corporation)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Security Service** in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Affidavit Forms, Bid Bond Form, Contract Form, and Performance Bond Form.

The Undersigned also affirms and declares that:

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

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

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), and 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 **Security Service**, 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 2.15 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

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

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

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

I (we) agree that I (we) shall not withdraw this bid for a period of 60 calendar-days following the scheduled bid opening. I (we) have carefully examined the nature of the service and materials. The cost of all the materials, equipment, and service necessary to complete this contract is given in this bid.

**BID FORM (CONTINUED): PRICES FOR SECURITY SERVICE
IN CONFORMITY WITH ALL SPECIFICATIONS CONTAINED IN THIS INVITATION TO BID**

(Express all numerical quotations in figures)

Hourly rates must be filled in for all three contract years. The basis of award is the responsive, responsible bid with the lowest 3-year combined total.

If optional services are quoted all three years need to be completed.

	<u>Year 1 (5/1/2021-4/30/2022)</u>	<u>Year 2 (5/1/2022-4/30/2023)</u>	<u>Year 3 (5/1/2023-4/30/2024)</u>
Hourly rate per guard*, for all Security Service , including normal business hours, evenings, holidays, and weekends:	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Optional, additional fully licensed, unarmed officer if requested by District, billed in quarter-hour increments, with a minimum one-hour fee, at the hourly rate of:	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour
Optional, additional special armed officer, fully licensed, if requested by District, billed in quarter-hour increments, with a minimum one-hour fee, at the hourly rate of:	\$ _____ per hour	\$ _____ per hour	\$ _____ per hour

Years 1 thru 3 (5/1/2021-4/30/2024)

Optional, Alarm System Monitoring	\$ _____ per year
Optional, Alarm System Responding (Kishwaukee St.)	\$ _____ per year
Average Response Time: _____	\$ _____ per incident
Optional Alarm System Responding (Torque Rd.)	\$ _____ per year
Average Response Time: _____	\$ _____ per incident

**Unless otherwise agreed to by the District in writing, the successful bidder shall provide one guard, 24 hours per day, seven days per week, at the District's 3333 Kishwaukee Street guard station.*

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)

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 quotation.

FOR REVIEW PURPOSES ONLY

BID FORM (CONTINUED): REFERENCE INFORMATION

Each bidder shall complete the following reference information. If the District believes a bidder's information is unsatisfactory, or that his references are unsatisfied with his service, District may reject his bid without further consideration. The District's decision in such an event shall be final, and this Invitation to Bid contains no recourse for a party whose bid is so rejected.

1. Outline of the personnel and training procedures the bidder proposes to use in performing **Security Service** for the District:

2. Outline of the bidder's management and operational structure:

3. How long has the bidder been in business? _____ years

4. Provide the following information regarding two (2) organizations for which the bidder is currently providing **Security Service**:

	<u>Reference #1</u>	<u>Reference #2</u>
Organization Name	_____	_____
Street Address	_____	_____
City, State, Zip	_____	_____
Telephone Number	_____	_____
Contact Person	_____	_____

**“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: **Security Service**, opening at 2:00 P.M., February 3, 2021.

Reason for not bidding: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW PURPOSES ONLY

V
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
SECURITY SERVICE**

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

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

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

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

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

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

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

(Source: Amended at 32 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 #21-206
SECURITY SERVICE

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 _____ (Seal)

My Commission Expires _____

VII
BID BOND
ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS
SECURITY SERVICE

KNOW ALL MEN BY THESE PRESENT, that we:

_____ (hereinafter called the Principal) and

_____ (hereinafter called the Surety) a

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

with its principal offices in the City of _____ and authorized to do business in the State of Illinois are held and firmly bound onto the Rock River Water Reclamation District of Winnebago County, Illinois (District), in the full and just sum of:

_____ Dollars

(\$ _____) good lawful money of the United States of America, to be paid upon demand of the District, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the District, a bid for providing **Security Service**.

WHEREAS, the Principal desires to file this bond, in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be
duly signed and sealed this ____ day of _____, 20____.

Principal

(Seal)

By _____

Name: _____

Title: _____

Date: _____

ATTEST:

Surety

(Seal)

By _____

Name: _____

Title: _____

Date: _____

FOR REVIEW PURPOSES ONLY

VIII
CONTRACT
ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS

THIS CONTRACT, made and concluded this _____ day of _____, 20____, between the Rock River Water Reclamation District, Illinois, also known as "District," and _____ his/their executors, administrators, successors or assigns, known as "Contractor";

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

1. Scope

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Form, Affidavit Forms, Bid Bond Form, and Performance Bond Form of the Invitation to Bid: **Security Service**, all Addenda thereto (if any), and any and all provisions required by law, are all essential documents of the Contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

Unless the Contractor and the District terminate the Contract by their mutual written Contract in conformity with Section 2.13 of the Invitation to Bid, the Contractor shall provide the District's **Security Service** at the bid price, over a **36**-month period, from 12:00 A.M. on May 1, 2021, through 11:59 P.M. on April 30, 2024. If the District and the Contractor agree in writing, the Contract may be extended beyond the scheduled termination date, two times for one year each.

2. Contract Price

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, in current funds, the prices set forth in the Bid Form. The Contractor's bid price for **Security Service** in conformity to all specifications, shall be the only basis for payment over the Contract's duration. Both parties expect that the Contractor will provide one guard, 24 hours per day; however, the Contractor may provide additional service, following the District's written request. 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 merchandise, delivery, and service which meets or exceeds the District's specifications;

B. Accommodate the District's sampling procedures and remove any non-conforming **Security Service** in conformity with the Specifications;

C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;

D. Be responsible for all accidents he, his employees, or agents may incur in the Contract's execution;

E. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:

1. suits, claims, or actions,
2. costs, either for defense or for settlements, and
3. damages

to which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another;

4. in the execution of the Contract, or
5. from actions the District or its representatives take on the contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs;"

F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 2.15 from all:
 - a. Suits, claims, or actions;

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

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

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

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

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

I. 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.

J. 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 **Security Services** 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 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 schedules specified in the Invitation to Bid.

8. Counterparts

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

9. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such Contracts on behalf of their respective organizations.

Name of Firm - Contractor

By: _____
Authorized Signature

ATTEST:

By: _____

Its: _____

Rock River Water Reclamation District
Winnebago County, Illinois

By _____
Executive Director

ATTEST: _____
Director of Management Services

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)

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

(SEAL)

Notary Public

FOR REVIEW PURPOSES ONLY

IX
PERFORMANCE BOND
ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS
SECURITY SERVICE

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Rock River Water Reclamation District has awarded to:

_____ hereinafter designated as the

“Principal”, a contract, dated, _____, for the Rock River Water Reclamation District.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

NOW, THEREFORE, we the Principal and _____, as Surety, are firmly bound unto the Rock River Water Reclamation District in the penal sum of

_____ Dollars (\$ _____)

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Rock River Water Reclamation District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same and no inadvertent overpayment of progress payments shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. The Rock River Water Reclamation District shall be named as beneficiary on this Performance Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

Principal

By _____

Name: _____

Title: _____

Date: _____

ATTEST:

Secretary _____

(Seal)

Surety

By _____

Name: _____

Title: _____

Date: _____

Countersigned _____

FOR REVIEW PURPOSES ONLY

X
LABOR & MATERIAL PAYMENT BOND
ROCK RIVER WATER RECLAMATION DISTRICT
INVITATION TO BID
SECURITY SERVICE

TO: _____ Contractor Name
_____ Contractor City, State

KNOW ALL MEN BY THESE PRESENTS:

That: _____ (Contractor)

as Principal, and _____

a corporation of the State of _____ as Surety, are held and firmly bound unto the Rock River Water Reclamation District, as Oblige, for the use and benefit of claimants as hereinafter defined in the amount of

_____ Dollars (\$ _____), for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ 20__ Entered into a Contract with Oblige for _____ in accordance with contract documents prepared by the Rock River Water Reclamation District which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.
2. Nothing in this Bond contained shall be taken to make the Oblige liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Oblige within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names

and residences of each of the partners, the name of the Contractor for the Oblige, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Oblige and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Oblige of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Oblige relative to claims made against this Bond.

Signed and Sealed this _____ day of _____, 20_____

CONTRACTOR

SURETY

By: _____
Signature

By: _____
Attorney-in-Fact

Title

Resident Agent

ATTEST:

Corporate Secretary (Corporations only)