



3501 Kishwaukee Street
Rockford, IL 61109
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
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

May 27, 2021

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Time and Date: 2:00 p.m., June 17, 2021

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

- *Mandatory Pre-Proposal Meeting: YES**
- Bid Deposit/Bid Bond: NO**
- Performance Bond: YES**
- Prevailing Wage: YES**

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

SEND PROPOSALS TO:

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

The Graceffa Administration Building at 3501 Kishwaukee Street is currently closed due to the COVID-19 pandemic.

If the proposer chooses to hand-deliver their proposal, it shall be deposited in the Bid Box in the vestibule of the Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

* Mandatory meeting attendees will be allowed to enter the Graceffa Administration Building for the meeting.

BIDS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

The Illinois Department of Human Rights registration number must be provided with the proposal on the proposal due date.

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

www.rwrwd.dst.il.us



FOR REVIEW PURPOSES ONLY

**SECTION I
NOTICE**

**REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

I
NOTICE
ROCK RIVER WATER RECLAMATION DISTRICT
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE

The Rock River Water Reclamation District will receive sealed and signed proposals for **Aquarium Operation & Maintenance**. Proposals shall be submitted to the Rock River Water Reclamation District Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 2:00 p.m. June 17, 2021.


Copies of the RFP for review purposes only are available through the Rock River Water Reclamation District website www.rrwrddst.il.us. Proposal documents for submittal are available by contacting Procurement at mroach@rrwrddst.il.us or (815) 387-7425. For more information, visit the Rock River Water Reclamation District website at www.rrwrddst.il.us.

The District will conduct a **MANDATORY** pre-proposal meeting and building tour at 10:00 A.M. on June 4, 2021. The meeting will begin in the Board room of the Graceffa Administration Building at 3501 Kishwaukee St., Rockford, IL 61109. Interested parties may make attendance arrangements by contacting Procurement at 815-387-7425. Attendees must abide by the following restrictions due to the Covid-19 pandemic: one representative from each firm will be allowed to attend; all participants must wear a mask and adhere to social distancing guidelines.

The Rock River Water Reclamation District reserves the right to reject any or all proposals, or any part thereof, or to accept any or all proposals, or any part thereof, or to waive any formalities in any proposals, deemed in the best interest of the Rock River Water Reclamation District.

The successful respondent will be required to provide a performance bond annually. No proposal shall be withdrawn without the consent of the District for 60 days after the scheduled time of receiving the proposals.

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



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

**SECTION II
GENERAL SPECIFICATONS AND INSTRUCTIONS**

**REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

II
**GENERAL SPECIFICATIONS AND INSTRUCTIONS
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

2.1 Important Dates

- Proposal Release Date: May 27, 2021
- Mandatory Pre-Proposal Meeting & Walkthrough: June 4, 2021, 10:00 A.M.
- Proposal Due Date: June 17, 2021, 2:00 P.M.
- Anticipated Award Date: June 28, 2021

2.2 Proposal Preparation

Where applicable, the respondent shall submit their proposal on the forms the District provides in this document. **The respondent shall complete all applicable blanks.** Respondent may submit additional information as they believe necessary on their stationery, under signature of the authorized representative who completes this document's forms.

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

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

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

2.3 Submission of Proposals

The District **will not** receive proposals in an electronic format or by facsimile. The respondent shall return their proposal, clearly marked as **"Request for Proposal #21-212: Aquarium Operation & Maintenance"**. **The District cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label their proposal envelope.**

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

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

If the respondent chooses to hand-deliver their proposal, it shall be deposited in the Bid

Box in the vestibule of the Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

2.4 Illinois Department of Human Rights Registration Number

All proposers, regardless of location, must provide an Illinois Department of Human Rights Registration Number with the proposal on the due date. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained:

<https://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

2.5 Performance Bond

The successful proposer shall provide a Performance 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 Request for Proposals 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.

2.6 Exceptions

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions. The stated exceptions and any alternatives offered must be included in Section 3 at the specific point at which the exception is taken and in Section 4 of the Proposer's response (see "Proposal Response Format").

Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between RRWRD and the Proposer selected.

2.7 Proposal Response Format

Submit three copies of the proposal. Proposal format should conform to that prescribed below.

Section 1 – Required Documents

1. Proof of required insurance (COI, additional insured endorsements)
2. Qualification Form
3. Proposal Form
4. Fair Employment Practices Affidavit of Compliance
5. Forms of Affidavit

Section 2 – Executive Summary/Overview

Executive Summary – An executive summary detailing the Proposer's competence, qualifications, past experience, and number of years providing Aquarium Operation & Maintenance as described in this RFP. The summary should explain the Proposer's understanding of the District's intent and objectives and how their Proposal would achieve those objectives.

Section 3 – Main Body of Response

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

2.8 Taxes

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

2.9 Withdrawal of Proposals

At any time prior to the scheduled proposal deadline, the respondent may withdraw their proposal. In order to do so, they shall submit a written request to the Director of Management Services.

2.10 Acceptance of Proposals/Form, Preparation, and Presentation of Proposals

If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of proposal. In case of any discrepancy in the unit price or amount proposed for any item in the proposal, the unit price as expressed in figures will govern.

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

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

2.11 Laws and Regulations

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

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.

2.12 Terms

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

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

C. Delivery Hours. Unless otherwise specified, all items shall be delivered to: Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 8:00 A.M. and 3:00 P.M., excluding holidays.

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

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

2.13 Investigation

It shall be the responsibility of the respondent to make any and all investigations necessary to become thoroughly informed of what is required and specified in the proposal. No plea of ignorance by the respondent of conditions that exist or that may

hereafter exist as a result of failure or omission on the part of the respondent to make necessary examinations and investigations will be accepted on a basis for varying the requirements of the District or the compensation of the respondent.

2.14 Addenda

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

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

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

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

2.15 Contract Form

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

2.16 Contract Termination

A. Respondent's Unacceptable Performance. If the successful respondent fails to provide materials and service in conformity with this Request for Proposals, the District shall notify them in writing. If the successful respondent fails to correct the performance deficiency to the District's satisfaction within five working days after they receive the District's notice, they shall be in default. If the same performance deficiency recurs despite the District's notification and the successful respondent's temporary correction, the successful respondent shall likewise be in default. The District may, at its sole discretion, terminate the contract with the defaulting successful respondent, and remedy the matter under provisions set forth in this Section of this Request for Proposals.

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

1. request new Aquarium Operation & Maintenance proposals, or
2. designate the next-low respondent to provide Aquarium Operation & Maintenance, provided that said next-low respondent agrees to their original proposal terms.

The District may repeat this option until it obtains an acceptable Aquarium Operation &

Maintenance contract.

2.17 Deliveries

The successful respondent shall ship all material as follows: F.O.B. Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries shall conform to the requirements stated in this Request for Proposals.

2.18 Incidental Work

The cost of incidental work described in the Specifications for which there are no specific Contract Items shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

2.19 Plant, Tools and Equipment

The Contractor shall provide and maintain such modern plant, tools and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of their plant and equipment.

2.20 Verification of Data

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

2.21 Payment Terms

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

District's standard payment terms.

**SECTION III
DETAILED SPECIFICATIONS**

**REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

III
DETAILED SPECIFICATIONS
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE

3.1 General

The successful respondent shall be an independent contractor. They shall provide a firm fixed price for providing **Aquarium Operation & Maintenance** in conformity with this Request for Proposals and with applicable laws, regulations and professional standards. The successful proposer shall supply, at their expense, all necessary labor, transportation, machinery, fuel and materials necessary to perform the specified services.

3.2 Facility Inspection

The District will conduct a **MANDATORY** pre-proposal meeting and building tour at 10:00 A.M. on June 4, 2021. Interested parties may make attendance arrangements by contacting the Procurement Coordinator, Rock River Water Reclamation District at 815-387-7425.

3.3 Proposal Evaluation

A. Evaluation Committee

A committee composed of District staff shall review all proposals submitted based upon the Evaluation Criteria set forth below.

B. Evaluation Criteria

1. Responsiveness of proposal – Proposals will be screened to ensure responsiveness to the RFP. The District may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP.
2. Experience and Past Performance – Ability to provide service demonstrated by past experience with previous clients and firms.
3. Ability to Provide Services – Information on the company’s ability to provide the specified services. Items considered include background of the company, responsiveness of proposal approach and resources committed to providing services, and experience of supervisory staff.
4. Cost – The annual cost will be considered for reasonableness in combination with the other criteria.

3.4 Minimum Requirements

A. General Description. The primary life support components sit in a room on a basement level below the display. The filtration system functions to clean/clarify the water volume to a degree that it is aesthetically pleasing for the public and safe for the inhabitants. Six pumps, six filters, and five ultraviolet sterilizers provide water filtration and clarification.

B. Responsibilities. The successful respondent’s responsibilities shall include the following:

1. System management creativity
2. Maintaining exhibit aesthetics
3. Maintaining life support (pumps and filtration equipment)
4. Maintaining water quality
5. Maintaining water temperature between 65 and 70 degrees Fahrenheit
Provide a written explanation how you will manage this item given the current system plumbing.
6. Maintaining support areas
7. Preparing diets and feeding
8. Selection and placement of livestock
9. Diagnosis and treatment of diseased organisms
10. Accurate record keeping and documentation
11. Communicating effectively with customers and staff members about exhibits
12. Training and education of all technicians, if applicable
13. Respond to calls reporting deceased or injured organisms

The successful respondent will be responsible for the following operation and maintenance procedures to be performed in accordance with all District and Manufacturer requirements.

1. Filling and maintaining water levels in the upper and lower ponds,
2. Operating/maintaining sand filters,
3. Cleaning/maintaining the pump strainer baskets,
4. Properly operate/maintain UV Sterilizers,
5. Properly maintain acrylic. NO WINDOW CLEANER. 50/50 white vinegar and water or acrylic polishes only.

The operation and maintenance shall conform to the following schedule.

Item	Daily	Weekly	Monthly	Quarterly	Yearly
Check aquarium water level					
Clean acrylic					
Check fish health					
Food prep/feeding					
Check pump operation					
Water Chemistry					
Check for leaks in plumbing/pumps					
Check pump seals					
Water change/gravel wash/scrub interior					
Clean UV Quartz Sleeves					
Change UV Bulbs					

C. Report Problems. The successful respondent will be required to promptly report any and all pond equipment maintenance issues to the District's Assistant Director of

Plant Operations. Any maintenance not included in the above specifications will be performed by District personnel or procured separately from this contract. In the event that it is determined the successful respondent's failure to report maintenance issues caused excessive damage, the successful respondent will be responsible for the costs incurred by the District to resolve the damages incurred.

D. Fish Selection. The successful respondent shall work with the District to select the proper species and number of healthy fish to inhabit the upper and lower ponds. Maintaining proper fish health shall be the responsibility of the successful respondent.

E. Securing the Administration Building

The District has a Security System in the Administration Building. The successful proposer will be responsible for arming and disarming, and securing the Administration Building when appropriate.

F. Contract Duration. The successful respondent shall provide the District's Aquarium Operation & Maintenance for a 36-month period, beginning at 12:00 A.M. on August 1, 2021, and continuing through 11:59 P.M. on July 31, 2024.

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

3.5 Payments to Successful Proposer

The successful proposer shall invoice the District monthly. The District will deny invoices for any costs not included in the successful proposer's original proposal, unless the successful proposer attaches District management's written pre-authorization for additional payment. Section 2.12 of this Request for Proposal contains the District's general payment requirements.

3.6 Questions

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Ashley Bernard, Assistant Director Plant Operations/Customer Service at 815-387-7643. The District will not interpret specifications for individual proposers. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers.

3.7 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.

4. 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 and Additional Insured Endorsements. No more than 10 calendar days subsequent to the District's issuance of an award letter and no later than 30 days before commencement to work, the successful respondent/contractor shall provide documentation including a Certificate of Insurance and additional insured endorsements for commercial general liability and auto liability to prove that it has obtained all required insurance and bonds. The Certificate of Insurance shall state Rock River Water Reclamation District is additional insured under the commercial general liability and automobile liability on a primary, non-contributory basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability shall be provided. The District shall be the sole judge as to the acceptability of any such proof.

C. Correction of Successful Respondent's/Contractor's Insurance Deficiencies. If the District determines the successful respondent's/contractor's insurance or documentation does not conform to the specifications, the District shall inform said respondent/contractor of the non-conformity. If said respondent/contractor fails to provide conforming insurance or documentation within five calendar days of the District's notice, it shall be in default.

D. Suitability of Insurance. The District shall be the sole judge of whether an insurer's rating is satisfactory. The District's decision shall be final and the District's bidding

procedures contain no appeal provision.

E. Best Ratings.

1. Alphabetical Rating. For purposes of this Request for Proposals, “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.

3.8 Indemnification Clause

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

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

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

3.9 Force Majeure

The obligations of either the District or the successful respondent shall be suspended during the time as such party is prevented from complying therewith in whole or in part because of any cause, except financial, beyond the reasonable control of such party. In the event of either the District or the successful respondent being rendered unable wholly or in part by force majeure to carry out its obligations other than to make payments due,

it is agreed that on such party giving notice and full particulars of such force majeure in writing or by facsimile to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

FOR REVIEW PURPOSES ONLY

**SECTION IV
QUALIFICATION FORM**

**REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

**IV
QUALIFICATION FORM
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

Each respondent proposing to perform aquarium operation & maintenance shall complete the following information. If the District believes a respondent's information is unsatisfactory, District may reject their proposal without further consideration. The District's decision in such an event shall be final, and the District's procurement procedures include no method of appeal.

1. How long has the proposer been in business under the current company name and primary ownership?

of years: _____

2. The District requires proposers to have a minimum of ten (10) years' experience working as an aquarium maintenance technician.

of years of experience: _____

Please describe your experience: _____

3. The District requires proposers to have a minimum of ten (10) years' experience working with fish and turtles.

of years of experience: _____

Please describe your experience: _____

4. Provide the following information regarding three (3) organizations for which the proposer has provided within the last three years. Please be sure to provide current contact information.¹

Reference #1

Organization Name _____

Street Address _____

City, State, Zip _____

Phone _____

Contact Person _____

¹ References provided may be contacted by the District to be used in evaluation.

Reference #2

Organization Name

Street Address

City, State, Zip

Phone

Contact Person

Reference #3

Organization Name

Street Address

City, State, Zip

Phone

Contact Person

FOR REVIEW PURPOSES ONLY

FOR REVIEW PURPOSES ONLY

**SECTION V
PROPOSAL FORM**

**REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

V
**PROPOSAL FORM
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

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

From: _____
(Individual, Partnership or Corporation)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Aquarium Operation & Maintenance** in compliance with the attached Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

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

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

C. That this proposal is made without any understanding, agreement or connection with any other person, partnership, or corporation making a proposal for the same purposes, and is in all respects fair and without collusion or fraud; and that they are not barred from proposing 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 **Aquarium Operation & Maintenance**, 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 3.8 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

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

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

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

In submitting this proposal, I (we) understand that the District may reject part or all of any and all proposals. I (we) agree that I (we) shall not withdraw this proposal for a period of 60 calendar-days following the scheduled proposal due date. 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 proposal.

The selected proposer shall enter into a Contract with the District to complete the Project in a form substantially similar to the Contract attached hereto. The Contract shall be executed by the Contractor/Vendor and returned, together with the Insurance Documents

and Performance Bond (if applicable) within ten (10) calendar days after it has been mailed to the Contractor. Two copies of the contract shall be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section VIII for a sample copy of the agreement.

FOR REVIEW PURPOSES ONLY

**PROPOSAL PRICES FOR AQUARIUM OPERATION & MAINTENANCE
AS SPECIFIED IN THIS REQUEST FOR PROPOSALS**

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

(Express all numerical quotations in figures)

Annual Cost for Aquarium Operation & Maintenance			
Year 1	Year 2	Year 3	3 Year Combined Total
\$	\$	\$	\$

*All quotations shall be the total amount of the proposer's charge, inclusive of labor, and of materials, supplies, and tools and any and all other expenses necessary to provide Aquarium Operation & Maintenance in complete conformity with any and all provisions of this document.

By signing this proposal, I/we, the proposers, agree to the terms of the proposal, proposal requirements, addenda, and contract.

DATE: _____

PROPOSER: _____ 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 proposer shall exclude those taxes from their proposal.

“NO PROPOSAL” RESPONSE

TO

REQUEST FOR PROPOSALS

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

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

Responses can be delivered in person to:

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

For this form only, responses can also be faxed to:

Rock River Water Reclamation District
815-387-7538

We have received Request for Proposals #21-212: **Aquarium Operation & Maintenance**, due at 2:00 P.M. on June 17, 2021.

Reason for not submitting proposal:

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

**SECTION VI
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF
COMPLIANCE**

**REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

VI
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

PROJECT: AQUARIUM OPERATION & MAINTENANCE

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

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

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

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

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

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the 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 32 111. 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

**SECTION VII
FORMS OF AFFIDAVIT**

**REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

VII
FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE

Failure to complete this form will result in disqualification of Vendor's bid or proposal.

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 proposal and that the several matters therein stated are in all respects true.

Signature _____

This Section for Partnership:

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

Signature _____

This Section for Corporation:

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

(representative's signature) (other corporate officer's signature)

This Section for a Limited Liability Corporation:

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

Signature _____

Notarization (required for all successful proposers):

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

Notary Public _____

County _____

My Commission Expires _____

**VIII
CONTRACT SAMPLE
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE**

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 _____, their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Proposal attached hereto, to be made and performed by the District, the Contractor agrees with the District at 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 Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the **Request for Proposal: Aquarium Operation & Maintenance**, 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 Contractor understands and agrees that unless the contractor and the District terminate the Contract by their mutual written contract in conformity with Section 2.12 of this Request for Proposals, the Contractor shall provide **Aquarium Operation & Maintenance** for a 36-month period, August 1, 2021 through July 31, 2024. If the District and the successful proposer agree in writing, the contract may be extended twice for one year per extension.

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 their proposal price 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 **Aquarium Operation & Maintenance**, 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 that meets or exceeds the District's Specifications;
- B.** Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which contractor may encounter in the prosecution of the work, or from the action of the elements;
- C.** Be responsible for all accidents their employees, or agents may incur in the contract's execution;
- D.** Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
 - 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."
- E.** 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 3.8 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. 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 F1 through F7 above.

- G. Maintain all specified insurance for the duration of the contract.

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. 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.

7. Time

The Contractor agrees to all schedules specified in this request for proposals.

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

IX
PERFORMANCE BOND
REQUEST FOR PROPOSALS #21-212
AQUARIUM OPERATION & MAINTENANCE

FOR REVIEW PURPOSES ONLY

IX
PERFORMANCE BOND
ROCK RIVER WATER RECLAMATION DISTRICT
ROCKFORD, ILLINOIS
AQAURIUM OPERATION & MAINTENANCE

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