

**FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

Date: January 2, 2024

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Date and Time: 4:00 p.m., January 24, 2024

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

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

SEND PROPOSALS TO:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

If the proposer chooses to hand-deliver their proposal, it must be deposited in the Bid Box in the main lobby or handed to the Customer Service receptionist of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except for holidays.

PROPOSALS 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 fourrivers.illinois.gov

**SECTION I
NOTICE**

**REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

I
NOTICE
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION

The Four Rivers Sanitation Authority will receive sealed and signed proposals for **Biosolids Utilization**. Proposals must be submitted to the Four Rivers Sanitation Authority Graceffa Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 4:00 p.m., January 24, 2024.

The scope of this RFP involves all required transportation services and biosolids management services for the ultimate utilization of the Authority's biosolids, in an approved lawful manner, as specified.

Copies of the RFP for review purposes only are available through the Four Rivers Sanitation Authority website fourrivers.illinois.gov. Proposal documents for submittal are available by emailing purchasing@fourrivers.illinois.gov or calling (815) 387-7425. For more information, visit the Four Rivers Sanitation Authority website at fourrivers.illinois.gov.

The Authority will conduct a **MANDATORY** pre-proposal meeting from 11:00 A.M to 12:00 P.M. on January 9, 2024. The meeting will begin in the Board room of the Graceffa Administration Building at 3501 Kishwaukee St., Rockford, IL 61109.

Each bid must be accompanied by cash or a certified or bank cashier's check on a solvent bank or trust company, drawn to the order of the Four Rivers Sanitation Authority, or an acceptable Bid Bond on the 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.

The successful respondent will be required to provide a performance bond and payment of vendor bond annually.

Four Rivers Sanitation Authority 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 Four Rivers Sanitation Authority.

No proposal is to be withdrawn without the consent of the Authority for sixty (60) days after the closing time of receiving the proposals.

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



Julia Scott-Valdez
Director of Management Services
Four Rivers Sanitation Authority

**SECTION II
GENERAL SPECIFICATIONS AND INSTRUCTIONS**

**REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

II
GENERAL SPECIFICATIONS AND INSTRUCTIONS
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION

2.1 Important Dates

- Proposal Release Date: January 2, 2024
- Mandatory Pre-Proposal Meeting: January 9, 2024, 11:00 A.M. – 12:00 P.M.
- Last day for proposers to send questions: January 12, 2024
- Last day for addenda to be issued: January 19, 2024
- Proposal Due Date: 4:00 P.M., January 24, 2024
- Anticipated Award Date: February 26, 2024

2.2 Proposal Preparation

Where applicable, the respondent must submit their proposal on the forms the Authority provides in this document. **The respondent must 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 or contradictions between sections, Section III - Detailed Specifications supersede Section II - General Specifications, which 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. The 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 must 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 must initial such corrections, in ink. **If the Authority finds a respondent's entry to be illegible, it may, at its sole discretion, reject the proposal.**

2.3 Submission of Proposals

The Authority **will not** receive proposals in an electronic format, by e-mail or internet or by facsimile. The respondent must return their proposal, clearly marked as **"Request for Proposal #24-202: Biosolids Utilization"**. **The Authority cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label their proposal envelope.**

Proposals sent via USPS or other package delivery service should be addressed to:
Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

If the respondent chooses to hand-deliver their proposal, it must be deposited in the Bid Box or handed to the Customer Service receptionist in the lobby of the Graceffa

Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except for holidays.

The Authority cannot represent or guarantee that any information submitted in response to the Invitation to Bid will be confidential. If the Authority receives a request for any document submitted in response to the Invitation to Bid, the Authority's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.

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 must 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://dhr.illinois.gov/public-contracts.html>

2.5 Performance Bond

The successful proposer must provide a Performance Bond acceptable to the Four Rivers Sanitation Authority. The performance bond must be for either 100% of the annual contract price or for the successful respondent's unit price times the estimated number of units, as applicable. The performance bond must 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 proposer's use.

If the successful proposer fails to provide acceptable bonds within the specified time they are 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 (see "Proposal Response Format").

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

2.7 Proposal Response Format

Submit [three] hard copies of the proposal and one copy on a flash drive. 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, experience, and number of years providing biosolids utilization as described in this RFP. The summary should explain the Proposer's understanding of the Authority'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 Authority is exempt, by law, from paying Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the respondent must exclude those taxes from their proposal. The Authority's tax exemption number is E9992-3696. The respondent must 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. To do so, they must 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 Authority may reject all or part of any or all proposals, for any reason. The Authority may accept all or part of any proposal or waive any formalities if it decides such action is in the Authority's best interest.

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

2.11 Laws and Regulations

The respondent who is awarded the contract must comply with all laws of the United States of America, the State of Illinois, and all lawful regulations of the Four Rivers Sanitation Authority 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.

A. Illinois Regulations

1. In accordance with Illinois Public Act 102-0265, the Four Rivers Sanitation Authority is required to make a good faith effort to collect and publish certain demographic information provided by vendors and subcontractors doing business with the Authority. The Act requires FRSA to report whether a vendor or subcontractor is a minority, women, or veteran-owned business as defined by Illinois Law. In addition, the Authority is required to disclose if the business is certified as a small business under federal Small Business Administration standards. The successful proposer will be required to provide this information upon contract award.

2. Prevailing Wage - Public Act 100-1177 (820 ILCS 130) requires the proposer to comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on Authority projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at:

<https://www2.illinois.gov/idol/Lawsrules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

The proposer is responsible for verifying current information at the State's website.

3. Public Act 83-1030 (30 ILCS 565) entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract must be manufactured or produced in the United States with three exceptions.

The provisions of this Section do not apply:

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

4. Public Act 96-929 (30 ILCS 570) 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.

5. Public Act 101-0221 requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:

- a. the illegality of sexual harassment

- b. the definition of sexual harassment under Illinois State law
- c. a description of sexual harassment, utilizing examples
- d. my (our) organization's internal complaint process including penalties
- e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
- f. directions on how to contact the Department and the Commission
- g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

Upon request, this information must be provided to the Illinois Department of Human Rights and Authority.

- 6. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
- 7. The Contractor for this project must comply with the Occupational Safety and Health Act.
- 8. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
- 9. Americans with Disabilities Act - The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Four Rivers Sanitation Authority (AUTHORITY) and their representatives 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 settlement
 - c) damages of any kind (including but not limited to actual, punitive, and compensatory damages)

relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

2.12 Terms

A. Payments to the Successful Respondent. If the Authority receives an acceptable invoice for conforming materials prior to the fifth day of the month, the Authority will 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 Authority will procure the materials and service described in this Request for Proposals from other sources. The Authority to hold the defaulting successful respondent responsible for any excess cost incurred. The defaulting successful respondent must make such payment no more than sixty (60) calendar days after the Authority notifies the successful respondent, in writing, of such an occurrence.

C. Delivery Hours. Unless otherwise specified, all items must be delivered to: Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

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

D. F.O.B. Point and Shipping Charges. All prices must be quoted F.O.B. destination, Four Rivers Sanitation Authority, 3333 Kishwaukee St., Rockford, Illinois, 61109. All shipping, handling and freight charges must be included in the proposal amount.

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

2.13 Investigation

It is 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 Authority or the compensation of the respondent.

2.14 Addenda and Interpretation

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation must be in writing addressed to the Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. To be given consideration, such requests must be received at least five (5) days prior to the proposal due date.

If the Authority issues written addenda, such addenda become part of the contract documents. Not less than three (3) business days prior to the proposal due date, the Authority will post the addenda, if any, on its website at fourrivers.illinois.gov, and distribute the addenda via email to each recipient of the specifications, at either the:

- Email address to which the Authority emailed the original RFP document; or
- Corrected email address prospective proposer furnished.

A proposer that does not receive the Authority's addenda, and who has previously submitted a proposal, is not relieved from any obligation in the proposal they submitted.

2.15 Contract Form

No more than ten (10) business days following the contract award, the successful respondent must submit a completed Contract Form to the Authority's Director of Management Services. The Contract Form is part of this Request for Proposals. By their mutual agreement, the successful respondent and Authority 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, they are 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 Authority will notify them in writing. If the successful respondent fails to correct the performance deficiency to the Authority's satisfaction within five (5) working days after they receive the Authority's notice, they are in default. If the same performance deficiency recurs despite the Authority's notification and the successful respondent's temporary correction, the successful respondent is likewise in default. The Authority may, at its sole discretion, terminate the contract with the defaulting successful respondent, and remedy the matter under the provisions set forth in this Section of this Request for Proposals.

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

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

The Authority may repeat this option until it obtains an acceptable biosolids utilization contract.

2.17 Deliveries

The successful respondent must ship all material as follows: F.O.B. Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries must 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 is to be considered as part of the general cost of doing the work and must 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 must 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 must be used. The Contractor is solely responsible for the adequacy of their plant and equipment.

2.20 Verification of Data

The Contractor must verify all Specifications or other data received from the Authority and must notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies does 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 Authority, should such errors or omissions be discovered. The Contractor must 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

The awarded firm must submit invoices by mail to:

Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, IL 61109 or by email to: accountspayable@fourrivers.illinois.gov. FRSA will make payments in the following manner: Authority's payment terms in Section 2.12.

FOR REVIEW PURPOSES ONLY

**SECTION III
DETAILED SPECIFICATIONS**

**REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

III
DETAILED SPECIFICATIONS
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION

3.1 Purpose

The successful respondent must be an independent contractor. They must provide a firm fixed price for providing biosolids utilization in conformity with this request for proposals. The Contractor shall provide all required transportation services and biosolids management services for the ultimate utilization of centrifuge de-watered biosolids, in an approved lawful manner, from FRSA's plant, as specified herein.

The intent of this solicitation is to identify an acceptable proposal from a suitable entity to receive FRSA biosolids from the approximate period of April 1, 2024, through March 31, 2027. If the Authority and the successful respondent agree in writing, the contract may be extended twice for one year per extension. The Authority's determination shall be final, and its procurement procedures include no method of appeal.

The Contractor shall be responsible for complying with any and all applicable laws, statutes, regulations, ordinances, permits, directives, and the Authority's Land Application Best Management Practices.

3.2 Mandatory Meeting

The Authority will conduct a **MANDATORY** pre-proposal meeting **on January 9, 2024, 11:00 A.M. – 12:00 P.M.**

3.3 Proposal Evaluation

A. Evaluation Committee

A committee composed of Authority staff will 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 Authority may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP.
2. Experience and Performance – Ability to provide service demonstrated by experience with previous and current 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. Every item in the qualification form of this RFP is of high importance and will be considered heavily as the Authority chooses the proposal judged to be the most beneficial.
4. Cost – The annual cost will be considered in combination with the other criteria.

3.4 Minimum Requirements

- A.** The Contractor shall furnish all labor, supervision, equipment, trucks, and appurtenances necessary to accomplish the service as specified and ordered by Authority staff.
- B.** The Contractor shall provide suitable dust control of biosolids at the Authority's storage site or utilization/disposal site(s).
- C.** The Contractor agrees to hold the Authority harmless against any claims arising from the acceptance, trucking, use or utilization of the delivered biosolids.
- D.** The Contractor shall be responsible for any reporting requirements specified in their permit or as required by any regulatory agency.
- E.** The Contractor shall not raise their prices during the contract.
- F.** The quantities and capacities provided herein are estimates. The Contractor shall be responsible for ensuring that the Authority's storage building is completely emptied during the spring application process, on or before July 15th, and during the fall application process, on or before December 15th, annually. The Authority's biosolids storage building capacity is approximately 120 days. The Contractor shall be responsible for other means of disposal, at no additional cost to the Authority, in the case of inclement weather or other unforeseen circumstances to ensure that the storage building is emptied on or before the aforementioned dates. At no time will biosolids for land application received from FRSA be stored offsite.
- G.** The Authority estimates annual production of biosolids will range in the amount of 15,000 to 18,000 wet tons per year. The Authority makes no claim as to the actual amount of biosolids produced annually. The Authority reserves the right to utilize some portion of the produced biosolids in other projects.

3.5 Weight Measurement Equipment and Services

When picking up biosolids at the Authority, the Contractor must utilize the FRSA's certified scale services and weigh data for this contract, at no charge. However, if the Authority scale is out of service for any reason, and without prior notice to the Contractor, the Contractor shall use a certified independent scale service at no additional cost to the Authority.

In each round trip, both truck and trailer shall be weighed empty prior to loading, then the same truck and trailer shall be weighed on the same scale after loading. Any difficulties with scale services shall be reported to the Authority but shall not relieve the Contractor of the above requirements.

In the event an independent scale service must be used, the Contractor shall be solely responsible for providing the scale services and documentation under this contract. The Authority reserves the right to verify the accuracy of any weight ticket at any time, to the satisfaction of the Plant Operations Director. The Contractor shall provide two copies of the

weight tickets to the Authority which shows the following minimum information for each load:

1. Scale facility identification, including address, phone number, and certification
2. Ticket number
3. Date and time stamps
4. Truck and trailer identification
5. Empty weight
6. Loaded weight
7. Net weight of biosolids
8. Destination
9. Contractor name

Weight tickets that reflect different trucks or trailers for one round trip may be rejected. Weight data shall be printed by scale printing equipment. Tickets bearing illegible or hand-written data may be rejected.

All vehicles shall comply with all vehicle weight limits, road safety limitations, and shall avoid prolonged disruption to and/or impact on the local community.

3.6 Contractor's Equipment

The Contractor shall be responsible for the provision and replacement of all equipment as necessary to completely, efficiently, expeditiously, and safely perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of this work. Sufficient equipment and personnel must also be available and be dispatched to meet any circumstance that may be created by peak periods of biosolids production, or trucking delays.

Should a mechanical breakdown occur, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If a loaded truck cannot be repaired where it sits, it shall first be towed to the land application site or landfill (as applicable) for the proper removal of the biosolids. The Contractor may also provide a substitute tractor to convey the biosolids, in lieu of towing the disabled loaded vehicle. The resulting costs shall be the Contractor's responsibility.

When a breakdown causes a vehicle to be removed from service, the Contractor shall supply a back-up unit to meet the requirements of the Contract.

3.7 Spills and Clean-up

The Contractor shall keep his hauling route, equipment, and work area neat and clean. The Contractor shall exercise caution to ensure against any spillage or scattering of any material from the trucks at any time into any natural drainage system, waterway, or onto the property of the Authority or the property of third parties during the transportation of said material to the unloading location(s). The Contractor shall assume the entire responsibility for the protection of streets, highways, railroads, other access ways, or private property, over which their equipment may pass, and shall relieve the Authority of all liability for any damage or nuisance caused by this transportation service.

The Contractor shall promptly take action to repair any damage, clean up any spillage, or eliminate any nuisance caused by this transportation service at no additional cost to the Authority. The Contractor shall be responsible for notifying the Authority immediately should any spill occur.

3.8 Land Application Requirements

- A.** The contractor shall perform site identification and obtain all data required for regulatory agency approval and submit the information to the Authority at least 60 days prior to the first biosolids application. All land application sites are permitted by the IEPA through the Authority. The contractor shall be responsible for ensuring that all interaction with landowners (farmers) is handled in a professional manner to safeguard the working relationship between the landowner, contractor, and the Authority. Contractor shall notify landowners (farmers) and neighboring property owners a minimum of 10 days prior to applying at a site.
- B.** The Contractor shall expeditiously repair any damaged property at the land application site due to their activities; these repairs include, but are not limited to, repairs to fences, gates, mailboxes, culverts, farm roads, and ruts.
- C.** The contractor must have a certified crop advisor on staff to work with agricultural producers involved in the program.
- D.** The contractor shall load trucks at the Authority and transport the biosolids to the disposal site.
- E.** The contractor shall spread and incorporate the biosolids on agricultural sites. All biosolids must be incorporated within 24 hours of removal from the Authority's storage building and within 8 hours of field application.
- F.** The contractor shall perform all required soil sampling, soil testing and the calculation of agronomic application rates for land application at no cost to the landowner (farmer), nor any additional cost to the Authority.
- G.** The contractor shall provide all required reports, by January 15th of each year for reporting biosolids disposal to state and federal officials, including but not limited to nutrient loading rates report to the individual farmers, as well as loading rates of any additional materials applied for pH adjustment.

The Authority will sample the biosolids cake and provide an analysis to the contractor for the calculation of agronomic rates.

3.9 Payments to Successful Proposer

The successful proposer must invoice the Authority upon completion of each application once in the Spring and once in the Fall. The Authority will deny invoices for any costs not included in the successful proposer's original proposal unless the successful proposer

attaches Authority management's written pre-authorization for additional payment. Section 2.12 of this Request for Proposal contains the Authority's general payment requirements.

3.10 Questions

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Greg Cassaro, Plant Operations Director; 815-354-9586 or gcassaro@fourrivers.illinois.gov. The Authority will not interpret specifications for individual proposers. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers.

3.11 Insurance

A. The successful respondent/contractor must, 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 must apply separately to this project or the general aggregate limit must 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 must contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

1. The Authority, its officers, officials, employees, and volunteers must 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 must contain no special limitations on the scope of protection afforded to the Authority, its officers, officials, employees, volunteers, or agents.

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

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

4. The successful respondent's/contractor's insurance must 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 ten (10) calendar days subsequent to the Authority's issuance of an award letter and no later than thirty (30) days before commencement to work, the successful respondent/contractor must 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 must state Four Rivers Sanitation Authority 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 must be provided. The Authority is the sole judge as to the acceptability of any such proof.

C. Correction of Successful Respondent's/Contractor's Insurance Deficiencies. If the Authority determines the successful respondent's/contractor's insurance or documentation does not conform to the specifications, the Authority to inform said respondent/contractor of the non-conformity. If said respondent/contractor fails to provide conforming insurance or documentation within five (5) calendar days of the Authority's notice, it is in default.

D. Suitability of Insurance. The Authority is the sole judge of whether an insurer's rating is satisfactory. The Authority's decision is final and the Authority's request for proposal procedures contain no appeal provision.

E. Best Ratings.

1. Alphabetical Rating. For purposes of this Request for Proposals, "insurer" means 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 is acceptable to the Authority.

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

a) If Best classifies the insurer XII or larger, said insurer is acceptable to the Authority.

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

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

3.12 Indemnification Clause

Successful respondent/contractor must protect, indemnify, hold and save harmless and defend the Authority, 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 Authority, 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 Authority or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that the successful respondent/contractor must have no liability for damages or the costs incident thereto caused by the sole negligence of the Authority.

The indemnification must 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 Authority, its employees, or agents is deemed a waiver by the Authority of full compliance with the requirements of the Contract. This indemnification must not be limited by the required minimum insurance coverage in the Contract.

3.13 Force Majeure

The obligations of either the Authority or the successful respondent are 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 Authority 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 are suspended during the continuance of any inability so caused but for no longer period, and such cause must as far as possible be remedied with all reasonable dispatch.

**SECTION IV
QUALIFICATION FORM**

**REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

**IV
QUALIFICATION FORM
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS 24-202
BIOSOLIDS UTILIZATION**

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

Each respondent proposing to perform biosolids utilization must complete the following information. If the Authority believes a respondent's information is unsatisfactory, the Authority may reject their proposal without further consideration. The Authority's decision in such an event is final, and the Authority's procurement procedures include no method of appeal.

1. Company Name & Ownership

How long has the proposer been in business under the current company name and primary ownership?
of years: _____

2. Years of Experience

The Authority requires proposers to have a minimum of ten (10) years' experience performing biosolids utilization.

of years of experience: _____

Please describe your experience: _____

3. References

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

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

Reference #1	
Organization Name	
Street Address	
City, State, Zip	
Dates of Service	From: _____ To: _____
Contact Person	
Phone	

Reference #2	
Organization Name	
Street Address	
City, State, Zip	
Dates of Service	From: _____ To: _____
Contact Person	
Phone	

Reference #3	
Organization Name	
Street Address	
City, State, Zip	
Dates of Service	From: _____ To: _____
Contact Person	
Phone	

4. **Spreading Techniques/Infringement of Regulations Citations** Has the Illinois EPA or other regulatory agency indicated improper spreading techniques or any infringement of regulations in previous contracts? Describe any events in detail.

5. Subcontractor List

Provide a list of subcontractors who will perform work under this contract. Cite the work to be performed by the subcontractor and equipment used by the subcontractor. Note: Work for which the subcontractor is not listed will be performed by the contractor.

Organization Name	Work to be Performed	Equipment Used

6. Anticipated Methods of Biosolids Disposal

Describe the anticipated method of biosolids disposal to be used for various times of the year. Attach extra sheets if necessary. The anticipated methods should address:

- a. The number and size of trucks used to transport biosolids daily. Also, cite the number of trucks available and the time required for mobilization to minimize the time required for each seasonal land application.
- b. Describe the equipment used to spread and incorporate biosolids on the farm fields. Information to include the type of equipment used during the year, the advantages of the equipment used to spread and incorporate biosolids and limitations of the equipment to spread and incorporate biosolids under good and bad weather conditions.

7. Approach for Cooperation

Describe the approach used to develop and maintain cooperation and good relationships with farmers, rural residents, surrounding communities, townships, and county officials.

Describe the practices used to assure the protection of public roads, including road edge for spring thaw damage and adherence to spring truckload limits.

FOR REVIEW PURPOSES ONLY

Describe the practices used to control odors from application including consideration of prevailing winds, travel routes and proximity of nearest residents.

8. Containment and Recovering Biosolids Spills

Describe your company's capabilities to contain and recover biosolid spills in the event of an accident.

FOR REVIEW PURPOSES ONLY

9. Certified Advisor

Contractors must have a certified crop advisor on staff to work with agricultural producers involved in the program. Please identify the person within your company who has this qualification.

Name: _____

Title: _____

Years of Experience: _____

FOR REVIEW PURPOSES ONLY

FOR REVIEW PURPOSES ONLY

**SECTION V
PROPOSAL FORM**

**REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

V
**PROPOSAL FORM
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

To: BOARD OF TRUSTEES
FOUR RIVERS
SANITATION AUTHORITY
3501 Kishwaukee St.
Rockford, IL 61109

From: _____
(Individual, Partnership or Corporation)

(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Biosolids Utilization** 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 the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor.

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 Authority's **Biosolids Utilization** 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 Authority and the Authority's representatives as defined in Section 3.12 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. (775 ILCS 5)

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 Authority may reject part or all of any and all proposals. I (we) agree that I (we) must not withdraw this proposal for a period of sixty (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 must enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract must 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 must be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section IX for a sample copy of the agreement.

**PROPOSAL PRICES FOR BIOSOLIDS UTILIZATION
AS SPECIFIED IN THIS REQUEST FOR PROPOSALS #24-202**

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

Biosolids Utilization: April 1, 2024 - March 31, 2027 Price/Wet Ton		
Year 1 April 1, 2024 - March 31, 2025	Year 2 April 1, 2025 - March 31, 2026	Year 3 April 1, 2026 - March 31, 2027
\$	\$	\$

*All quotations must 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 Biosolids Utilization 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 _____ email address

Note: The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The proposer must 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, please provide the information requested in the space provided below and return to:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

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

purchasing@fourrivers.illinois.gov

We have received Request for Proposals **#24-202: Biosolids Utilization**, due at **4:00 P.M.** on **January 24, 2024**.

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 #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

VI
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION

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

PROJECT: **Biosolids Utilization**

NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED PROPOSAL. THE FOUR RIVERS SANITATION AUTHORITY 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 Employment 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 or the Act, 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 other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any 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 this Part) 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, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, 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 the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly 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 this Part, 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 Act and this Part.
- 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 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 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 35 Ill. Reg. 3695, effective February 18, 2011)

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 #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

VII
FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION

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 _____

**SECTION VIII
BID BOND**

**REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

VIII
BID BOND
FOUR RIVERS SANITATION AUTHORITY
ROCKFORD, ILLINOIS
BIOSOLIDS UTILIZATION

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 Four Rivers Sanitation Authority of Winnebago County, Illinois (Authority), in the full and just sum of:

_____ Dollars

(\$ _____) good lawful money of the United States of America, to be paid upon demand of the Authority, 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 Authority, a bid for providing **Biosolids Utilization**.

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.

FOR REVIEW PURPOSES ONLY

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

FOR REVIEW PURPOSES ONLY

**IX
CONTRACT SAMPLE
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

**IX
CONTRACT
FOUR RIVERS SANITATION AUTHORITY
ROCKFORD, ILLINOIS**

THIS CONTRACT, made and concluded this ___ day of _____, 20__ between the Four Rivers Sanitation Authority, Rockford, Illinois, also known as "Authority," 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 Authority, the Contractor agrees with the Authority 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 Authority'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: Biosolids Utilization**, 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 Authority terminate the Contract by their mutual written contract in conformity with Section 2.12 of this Request for Proposals, the Contractor must provide **Biosolids Utilization** for a **36-month period**, April 1, 2024 through March 31, 2027. If the Authority and the successful proposer agree in writing, the contract may be extended twice for one year per extension.

2. Contract Price

The Authority to pay to the Contractor, and the Contractor to 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:

Year one: April 1, 2024 – March 31, 2025: \$ _____ /wet ton

Year two: April 1, 2025 – March 31, 2026: \$ _____ /wet ton

Year three: April 1, 2026 – March 31, 2027: \$ _____ /wet ton

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 Authority and Contractor agree because of revisions to the scope of **Biosolids Utilization**, this contract allows for no price increases.

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

3. Contract Execution

The Contractor must:

- A. Perform all services in a responsible manner, supplying only service that meets or exceeds the Authority'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 Authority 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 must likewise hold harmless and indemnify the Authority and its representatives from all:
 1. suits, claims, or actions,
 2. costs, either for defense or for settlements, and
 3. damages to which the Authority 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 Authority 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 Authority's negligence. For purposes of this paragraph, "its representatives" means "the Four Rivers Sanitation Authority'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 Authority and the Authority's representatives as defined in Section 3.12 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 Authority receives an acceptable invoice for conforming service prior to the fifth day of the month, the Authority to 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 is to be sublet or subcontracted without the express consent of the Authority, and in no case will consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

6. Contractor's Responsibility

This Contract must 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 is to be deemed an original and all of which, when taken together, constitutes 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 must be legal and binding and must 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: _____

Four Rivers Sanitation Authority
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 Four Rivers Sanitation Authority, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the Authority, and said Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said Authority.

(SEAL)

Notary Public

FOR REVIEW PURPOSES ONLY

X
PERFORMANCE BOND
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION

X
PERFORMANCE BOND
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION

KNOW ALL BY THESE PRESENTS, that WHEREAS, the Four Rivers Sanitation Authority has awarded to:

_____ hereinafter designated as the

“Principal”, a contract, dated, _____, for the Four Rivers Sanitation Authority.

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 Four Rivers Sanitation Authority 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, must 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 must indemnify and save harmless the Four Rivers Sanitation Authority, its officers and agents, as therein stipulated, then this obligation becomes null and void; otherwise it must 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 will 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. Four Rivers Sanitation Authority must 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

Surety

By

Name:

Title:

Date:

(Seal)

Countersigned _____

FOR REVIEW PURPOSES ONLY

**SECTION XI
LABOR & MATERIAL PAYMENT BOND**

**REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

FOR REVIEW PURPOSES ONLY

**XI
LABOR & MATERIAL PAYMENT BOND
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-202
BIOSOLIDS UTILIZATION**

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 Four Rivers Sanitation Authority, as Obligee, 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 Obligee for _____ in accordance with contract documents prepared by the Four Rivers Sanitation Authority 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 Obligee 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 Obligee 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 Obligee, 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 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 Obligee 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 Obligee 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 Obligee 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)