

**FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

Date: January 14, 2026

Name of Bidding Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____

Email: _____

Technical Proposal Due Date: 2:00 p.m., January 30, 2026

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

Mandatory Pre-Bid Meeting: N

Performance Bond: Y

Prevailing Wage: N

Bid Bond: Y

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

SEND TECHNICAL PROPOSALS TO:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

PROPOSALS WILL NOT BE ACCEPTED BY FAX OR EMAIL.

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

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

**SECTION I
NOTICE**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

I
NOTICE
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY

Four Rivers Sanitation Authority will receive sealed, signed technical proposals for **Sodium Hypochlorite & Sodium Bisulfite Solution Supply** at the Authority's offices, 3501 Kishwaukee Street, Rockford, IL 61109 until 2:00 P.M., January 30, 2026.

The scope of this bid involves furnishing and delivering the Authority's Sodium Hypochlorite & Sodium Bisulfite Solution Supply.

This Invitation to Bid will be conducted as a multistep competitive sealed bid consisting of Phase 1 – Technical Proposals and Phase 2 – Price Proposal/Reverse Auction. The Buyer has partnered with eBridge to host this bidding event on its web-based bidding platform.

Phase 1 – Technical Proposals: Bidders shall submit **unpriced** technical proposals, which include all requirements per this Invitation to Bid no later than the due date and time listed in the Bid Timeline. **Do not include pricing** with your proposal. Bid pricing will only be accepted through the reverse auction in Phase 2.

Phase 2 – Price Proposal/Reverse Auction: Bid pricing will only be accepted in Phase 2 through the eBridge online reverse auction bid system. Bidders with technical proposals that were approved by Four Rivers Sanitation Authority during Phase 1 will receive a Formal Invitation Email from eBridge to participate in the live online reverse auction scheduled for the date and time listed in the Bid Timeline. Bidders may be required to complete a one-on-one interactive bid system training session with eBridge prior to entering an initial or starting bid price.

Bidders must also review the eBridge Information and return the Electronic Bid Event Form as instructed. By responding to this Invitation to Bid, bidder is accepting that if awarded a contract, bidder will be obligated to pay a three percent (3.0%) transaction fee to eBridge pursuant to the Electronic Bid Event Form and Terms and Conditions found in the eBridge Information.

Each proposal must be accompanied by cash, a certified or bank cashier's check on a solvent bank or trust company, drawn to the order of Four Rivers Sanitation Authority, or an acceptable Bid Bond along with the Bid Bond form attached, in the amount of \$5,000 for each chemical on which vendors bid. This sum is a guarantee that, if the bid is accepted, a contract will be entered into and its performance properly secured.

The successful bidder will be required to furnish satisfactory performance and payment of vendor bonds in the full amount of estimated contract total.

Copies of the Invitation to Bid for review purposes only are available through the Four Rivers Sanitation Authority web site, fourrivers.illinois.gov. Bid documents for submittal may be requested by emailing purchasing@fourrivers.illinois.gov or by calling (815) 387-7425.

Request for information related to this bid should be directed to Michael Christensen, Director of Plant Operations of Four Rivers Sanitation Authority, 3501 Kishwaukee St., Rockford, IL, 61109; email: mchristensen@fourrivers.illinois.gov; telephone: 815-387-7614.

No proposal is to be withdrawn after the due date and time without consent of Four Rivers

Sanitation Authority for a period of sixty (60) days after the reverse auction end date and time.

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 Four Rivers Sanitation Authority.

The Authority will confirm any award decisions in writing, to the successful bidder(s).

A handwritten signature in cursive script that reads "Lisa Mittel".

Lisa Mittel
Assistant Director of Management Services
Four Rivers Sanitation Authority

FOR REVIEW PURPOSES ONLY

SECTION II
GENERAL SPECIFICATIONS & INSTRUCTIONS

INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY

II
GENERAL SPECIFICATIONS & INSTRUCTIONS
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY

2.1 Bid Timeline

PHASE 1		
Milestone Date	Milestone	Description
January 14, 2026	Bid Issued	Date bid is issued for public viewing.
January 21, 2026 by 2:00pm CT	Questions Submitted	Deadline to submit questions regarding response requirements, specifications or bidding process.
January 23, 2026	Answers Posted	Date answers to Bidder questions will be posted for public viewing.
January 30, 2026 by 2:00pm CT	Technical Proposal Due	Deadline to submit unpriced technical proposals.
PHASE 2		
Milestone Date	Milestone	Description
February 4, 2026	Formal Invitation Issued	Formal Invitation email to Bidders approved to participate in Phase 2 - Price Proposal/Reverse Auction.
February 5 – 6, 2026	eBridge Bid System Training	Interactive reverse auction bid system training schedule.
February 9, 2026 by 10:00am CT	Initial Bid Due	Initial/starting bids must be submitted through the reverse auction bid system.
February 10, 2026 at 10:00am CT	Reverse Auction	Date and time the live reverse auction event will start.
February 23, 2026	Contract Award	Anticipated award date at Regular Board Meeting

2.2 Technical Proposal Preparation

Where applicable, bidder must submit their technical proposal on the forms the Authority provides in this document. **The bidder must complete all applicable blanks.** They 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 Invitation to Bid 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 information and notations must be in ink or typewritten. The bidder may cross out mistakes and type corrections adjacent to the point of error. The person who signs the proposal must initial such corrections, in ink. **If the Authority finds a bidder'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 electronic format, by e-mail or internet or by facsimile. The bidder must return their proposal in a sealed envelope, clearly marked as **26-201 Sodium Hypochlorite & Sodium Bisulfite Solution Supply. The Authority cannot ensure that the sealed proposal will not be prematurely opened if the bidder does not clearly identify their proposal envelope.**

Technical Proposals should be addressed to:

Four Rivers Sanitation Authority
3501 Kishwaukee Street
Rockford, IL 61109

If the bidder chooses to hand-deliver their proposal, they must deposit it at the Graceffa Administration Building main lobby Bid Box or hand it to the Customer Service receptionist, 3501 Kishwaukee Street, Rockford, IL 61109 between the hours of 8:00 A.M. and 4:30 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 Bid Security

Each proposal must be accompanied either by cash, an original certified or bank cashier's check on a solvent bank or trust company, or a bidder's bond (form attached) from acceptable surety, drawn to the order of the Four Rivers Sanitation Authority in the amount of \$5,000 for each chemical on which vendors bid, issued by a surety company licensed to conduct business in the State of Illinois and named in the current list of "Surety Companies Acceptable On Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Failure to provide a Bid Security in the amount specified will constitute sufficient cause for rejection of the

proposal.

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

2.5 Performance Bond and Payment of Vendor Bond

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

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

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

2.6 Illinois Department of Human Rights Registration Number

All bidders inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number at the time technical proposals are due. This number must be written or typed on the line in the Fair Employment Affidavit of Compliance (included in this document). The following link may be used to access the website where the number can be obtained: <https://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

2.7 Taxes

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

2.8 Withdrawal of Proposals

At any time prior to the scheduled proposal due date, the bidder may withdraw their technical proposal. In order to do so, they must submit a written request to the Assistant Director of Management Services.

2.9 Acceptance of Proposal

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 bidding 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.

2.10 Laws and Regulations

The bidder 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 service, material or equipment supplied is to be performed respecting labor and compensation and all other statutes, ordinances, rules and regulations applicable and having the force of the law.

A. Illinois Regulations

1. 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 bidder will be required to provide this information upon contract award/execution.

2. 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.

3. 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.

4. 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.

5. The Contractor for this project must comply with the Occupational Safety and Health Act.

6. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
7. 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.

2.11 Terms

A. Payments to the Successful Bidder. If the Authority receives an acceptable invoice for conforming materials or service 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 or service described in this Invitation to Bid from other sources. The Authority will hold the defaulting successful bidder responsible for any excess cost incurred. The defaulting successful bidder must make such payment no more than sixty (60) calendar days after the Authority notifies them, 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, 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.

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

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 price proposal submitted through the reverse auction bid system. No additional charges will be accepted.

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

2.12 Quantities Estimated Only

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

2.13 Investigation

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

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 and submitted prior to the scheduled questions due date and time listed in the Bid Timeline. Any and all such interpretations and any supplemental instructions will be in the form of written addenda.

If the Authority issues written addenda, such addenda become part of the contract documents. 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 by the due date of January 23, 2026, as listed in the Bid Timeline, at either the:

- Email address to which the Authority emailed the original bid document; or
- Corrected email address prospective bidder furnished

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

2.15 Contract Form

No more than ten (10) business days following the contract award, the successful bidder must submit a completed Contract Form to the Authority's Assistant Director of Management Services. The Contract Form is part of this Invitation to Bid. If the successful bidder fails to complete the Contract Form within the specified time, they are in material default.

2.16 Contract Termination

A. Bidder's Unacceptable Performance. If the successful bidder fails to perform

services or provide materials in conformity with this Invitation to Bid, the Authority will notify them in writing. If the successful bidder 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 bidder's temporary correction, the successful bidder is likewise in default. The Authority may, at its sole discretion, terminate the contract with the defaulting successful bidder, and remedy the matter under provisions set forth in Section 2.11B of this Invitation to Bid.

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

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

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

2.17 "No Bid" Response Form

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

2.18 Indemnification Clause

To the fullest extent provided by law, successful bidder 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 to 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.

2.19 Force Majeure

The obligations of either the Authority or the successful bidder 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 bidder being rendered unable wholly or in part by

force majeure to carry out its obligations under the contract, other than to make payments due, it is agreed that on such party giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the parties insofar as they are affected by such force majeure 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.

2.20 Insurance

A. The successful respondent/contractor, for the duration of the contract, must 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 bidder'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, official 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. 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 primary, non-contributory additional insured endorsements for general 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 Bidder's Insurance Deficiencies. If the Authority determines that the successful bidder's insurance or documentation does not conform to these specifications, the Authority to inform said bidder of the non-conformity. If said bidder fails to provide conforming insurance or documentation within five (5) calendar days of the Authority's notice, they are in default.

D. Best's Ratings.

1. Alphabetical Rating. For purposes of this Request for Bids, "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 Assistant 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.

E. 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 bidding procedures contain no appeal provision.

2.21 Responsive/Responsible Bidder

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

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

- 1. Have adequate financial resources for performance, the necessary experience, organization, technical qualifications, and facilities, or a firm commitment to obtain

such by subcontracts;

2. Be able to comply with the required completion schedule for the project;
3. Have a satisfactory record of integrity, judgment, and performance, including, in particular, any prior performance on contracts from the Authority;
4. Have an adequate financial management system and audit procedures, that provide efficient and effective accountability and control of all property, funds, and assets;
5. Conform to the civil rights, equal employment opportunity and labor law requirements of the Bid Documents.

FOR REVIEW PURPOSES ONLY

**SECTION III
DETAILED SPECIFICATIONS**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

III
DETAILED SPECIFICATIONS
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY

SODIUM HYPOCHLORITE SPECIFICATIONS

3.1 Purpose

It is the purpose of this document to specify minimum requirements the successful bidder must meet in order for the Authority to obtain **Sodium Hypochlorite Solution Supply**.

3.2 Minimum Requirements

A. Contract Duration. The successful bidder shall provide the Authority's Sodium Hypochlorite for a 12-month period, beginning at 12:00 A.M. on May 1, 2026, and continuing through 11:59 P.M. on April 30, 2027.

If the Authority and the Contractor agree in writing, the Contract may be extended twice for one year per extension.

B. Per-gallon Pricing. Sodium Hypochlorite prices shall be per gallon basis for 15% Sodium Hypochlorite Solution, delivered F.O.B. to the Authority's 3333 Kishwaukee Street location.

C. Price Adjustments. The successful bidder's bid price shall be firm for all purchases during the initial awarded 12-month contract period.

The successful bidder may submit a price adjustment request for each renewal period ninety (90) days prior to the last day of the current contract year. The Authority reserves the right to accept, reject or negotiate any or all price increase requests.

D. Quantity. If past patterns prevail, the Authority expects to **use approximately 125,000 gallons of Sodium Hypochlorite annually**. However, the Authority makes absolutely no warranty as to the quantity, if any, of Sodium Hypochlorite it will purchase from the successful bidder.

E. Size of orders. The Four Rivers Sanitation Authority will normally place orders for tankers with a maximum of 4,500 gallons of Sodium Hypochlorite. Uncommon circumstances may require smaller orders to be placed.

F. Weigh-In Procedures and Laboratory Analysis. The successful bidder shall allow the Authority to weigh each truck load before delivery and after delivery. The Authority's scale is located at its 3333 Kishwaukee Street entrance. If the Authority's scale malfunctions, the successful bidder shall, at their own expense, drive their truck to an alternative scale, both prior to and following delivery. Such alternative weighing procedures shall be in effect until

the Authority's scale is repaired, and the Authority shall make every effort to repair its scale expeditiously. For purposes of analysis, each truckload shall be a unit and the successful bidder shall provide a sample at the delivery point, upon the Authority's request. If the Authority requests a sample of the Sodium Hypochlorite, the driver shall draw the sample from the tanker and place in a sample bottle provided by the Authority's delivery-point representative. The Authority may analyze such a sample by methods it determines to be appropriate.

The successful bidder shall provide a written laboratory analysis with each truckload of Sodium Hypochlorite. The successful bidder's driver shall present the analysis to the Authority's delivery-point representative at the point of delivery. Such analysis shall be prepared under laboratory methods acceptable to the Authority, and shall certify that the delivered Sodium Hypochlorite meets or exceeds any and all of the requirements contained in this Invitation to Bid. The Authority's delivery-point representative shall determine whether the delivered Sodium Hypochlorite is acceptable. Rejected loads shall be returned to the successful bidder at said bidder's expense. No more than 48 hours following such a load rejection, the Authority shall inform the successful bidder in writing as to why the authorized representative rejected the load.

G. Delivery Procedure. The successful bidder's delivery driver shall comply with all aspects of Exhibit A: Sodium Hypochlorite Delivery Procedure.

H. Chemical Properties. All Sodium Hypochlorite shall meet the following requirements:

Available chlorine by weight shall be no less than 15.0%;
Excess Sodium Hydroxide shall be no less than 3 g/L;
Specific gravity shall be no less than 1.20.

Delivery, ICC and DOT Requirements. The successful bidder shall make all deliveries F.O.B. Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, no more than forty-eight (48) hours after said bidder receives the Authority's authorized request. The Authority's authorized representative may submit the request either by telephone or in writing.

For any given week, the successful bidder shall make authorized deliveries between 7:00 A.M. and 3:00 P.M., Monday through Friday, except on an Authority holiday. The Authority holiday schedule is subject to change. The scheduled holidays for the current fiscal year (5/1/2026 through 4/30/2027) are as follows:

Memorial Day	Veterans Day	Christmas Day
Independence Day	Thanksgiving Day	New Year's Day
Labor Day	Friday after Thanksgiving	Presidents' Day
Columbus Day	Christmas Eve Day	Good Friday

All delivery procedures and transportation systems shall meet all applicable ICC and DOT requirements.

All deliveries shall conform to the requirements stated in this Invitation to Bid. The successful

bidder shall deliver all merchandise without spillage. He shall immediately clean up any accidental spillage, using USEPA and Illinois EPA approved methods, notify the Illinois Emergency Management Agency (800-782-7860), and shall compensate the Authority for any and all spillage-related losses, injuries, or expenses. The successful bidder shall make such compensation within 60 days of the Authority's written notice explaining the loss.

I. SDS Sheets. The successful bidder shall furnish the Four Rivers Sanitation Authority with a Safety Data Sheet for Sodium Hypochlorite. Containers shall be properly marked in accordance with the Globally Harmonized System of Classification and Labeling of Chemicals, as adopted by OSHA in March 2012.

J. Compatibility with Authority Equipment. All of the preceding specifications notwithstanding, all Sodium Hypochlorite solution the successful bidder furnishes shall not adversely affect the operation of the Authority's Sodium Hypochlorite solution handling equipment. If, during the course of this contract, the Authority at its sole option determines that the successful bidder's Sodium Hypochlorite solution is adversely affecting the operation of the Authority's Sodium Hypochlorite solution handling equipment, the Authority reserves the right to unilaterally terminate the Sodium Hypochlorite Solution Supply contract, in accordance with Section 2.11 of this Invitation to Bid, with no penalty accruing to the successful bidder after providing appropriate, substantiating documentation, and providing the successful bidder with a reasonable amount of time to remedy the situation.

3.3 Fees

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

3.4 Payments to the Successful Bidder

Section 2.11A of this Invitation to Bid contains the Authority's general payment requirements.

3.5 Questions

Interested parties may direct questions concerning this Invitation to Bid to Michael Christensen: 815-387-7614.

The Authority will not interpret specifications for individual bidders. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective bidders.

III
DETAILED SPECIFICATIONS
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY

SODIUM BISULFITE SPECIFICATIONS

3.1 Purpose

It is the purpose of this document to specify minimum requirements the successful bidder must meet in order for the Authority to obtain **Sodium Bisulfite Solution Supply**.

3.2 Scope

Furnish Sodium Bisulfite Solution, delivered FOB 3333 Kishwaukee St., Rockford, IL 61109 as specified in this section below.

3.3 Minimum Requirements

A. Contract Duration. The successful bidder shall provide the Authority's Sodium Bisulfite Solution Supply for a 12-month period, beginning at 12:00 A.M. on May 1, 2026, and continuing through 11:59 P.M. on April 30, 2027.

If the Authority and the successful bidder agree in writing, the Sodium Bisulfite Solution Supply contract may be extended twice for one year per extension.

B. Per-gallon Pricing. Sodium Bisulfite Solution prices shall be on a per gallon basis of a 40% solution of Sodium Bisulfite, delivered F.O.B. to the Authority's 3333 Kishwaukee Street location.

Product delivered in totes shall be in returnable plastic totes that range from 200 to 300 gallons in size. Totes must be shipped such that they can be unloaded and handled by a forklift.

Successful bidder shall not charge the Authority deposits on returnable containers. The Authority agrees to return, in reusable condition, all plastic totes in which product is received. Authority agrees to pay to vendor the sum of \$50.00 for any tote not returned in usable condition or any tote not returned. When ordering in totes, the Authority typically releases a minimum of 4 totes per order or shipment.

C. Price Adjustments. The successful bidder's bid price shall be firm for all purchases during the initial awarded 12-month contract period.

The successful bidder may submit a price adjustment request for each renewal period ninety (90) days prior to the last day of the current contract year. The Authority reserves the right to accept, reject or negotiate any or all price increase requests.

D. Chemical Properties. All Sodium Bisulfite Solution shall meet the following requirements: This material will be used to de-chlorinate the treated effluent at the Four Rivers Sanitation Authority. The material shall be a liquid solution of Sodium Bisulfite that is approximately 40% by weight in available Sodium Bisulfite content. Product in the range of 38% to 42% by weight in available Sodium Bisulfite content is in full compliance with Four Rivers Sanitation Authority specifications. Product that does not meet the weight percentage specifications will be rejected. There is no further treatment of the effluent prior to discharge to the stream. Therefore, the product must not contribute any constituents that would cause violation of the Authority's NPDES permit.

The solution shall appear clear and free of suspended matter and shall be of such nature as to not interfere with proper operation of peristaltic chemical feed pumps. The solution shall be made from high quality ingredients so that the finished product meets the following maximum limits:

Arsenic	1 mg/L
Cadmium	1 mg/L
Chromium	1 mg/L
Copper	1 mg/L
Cyanide	1 mg/L
Lead	1 mg/L
Mercury	1 mg/L
Nickel	1 mg/L
Selenium	1 mg/L
Silver	1 mg/L
Zinc	1 mg/L
Nitrate+Nitrite	1 mg/L
Kjeldahl Nitrogen	100 mg/L
Total Organic Carbon	100 mg/L

E. Quantity. If past patterns prevail, the Authority expects to **use approximately 23,000 gallons of Sodium Bisulfite Solution annually.** The Authority makes absolutely no warranty as to the quantity, if any, of Sodium Bisulfite Solution it will purchase from the successful bidder.

F. Bidder Instructions. Bidders shall provide separate prices for sodium bisulfite delivered in totes, and/or sodium bisulfite delivered in bulk containers. Bidders may bid on either the tote price, the bulk container price, or both.

G. Basis for Award. Either a single supplier may be awarded both tote and bulk container

contracts, or separate contracts will be awarded; one to a tote supplier and one to a bulk container supplier. Bidders may provide a bid for delivery in totes only, delivery in bulk containers only, or delivery in both totes and bulk containers.

The successful bidder shall provide the Authority's Sodium Bisulfite Solution in either totes, bulk containers, or both for a 12-month period, beginning on May 1, 2026, and continuing through April 30, 2027.

H. Promptness, ICC and DOT Requirements. The successful bidder shall make all deliveries F.O.B. Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, no more than forty-eight (48) hours after said bidder receives the Authority's authorized request. The Authority's authorized representative may submit the request either by telephone or in writing.

For any given week, the successful bidder shall make authorized deliveries between 7:00 A.M. and 3:00 P.M., Monday through Friday, except on an Authority holiday. The Authority holiday schedule is subject to change. The scheduled holidays for the current fiscal year (5/1/2026 through 4/30/2027) are as follows:

Memorial Day	Veterans Day	Christmas Day
Independence Day	Thanksgiving Day	New Year's Day
Labor Day	Friday after Thanksgiving	Presidents' Day
Columbus Day	Christmas Eve Day	Good Friday

All delivery procedures and transportation systems shall meet all applicable ICC and DOT requirements.

I. SDS Sheets. The successful bidder shall furnish the Four Rivers Sanitation Authority with a Safety Data Sheet for Sodium Bisulfite. Containers shall be properly marked in accordance with the Globally Harmonized System of Classification and Labeling of Chemicals, as adopted by OSHA in March 2012.

3.4 Fees

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

3.5 Payments to the Successful Bidder

Section 2.11A of this Invitation to Bid contains the Authority's general payment requirements.

3.6 Questions

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

**SECTION IV
BID FORMS**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

**IV
BID FORM
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

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

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

- ☐ **Sodium Hypochlorite Solution Supply (Bulk)**
- ☐ **Sodium Bisulfite Solution Supply (Bulk)**
- ☐ **Sodium Bisulfite Solution Supply (Totes)**

in compliance with the attached Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That 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, materials or equipment supplied, 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 services, materials, or equipment or their performance.

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

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of 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 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 2.18 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) agree that I (we) will not withdraw this technical proposal or the price proposal to be submitted during the reverse auction for a period of sixty (60) calendar days following the scheduled reverse auction end date and time. I (we) have carefully examined the nature of the service, materials, and equipment. The cost of all the service, materials, and equipment necessary to complete this contract will be given in the price proposal submitted through the reverse auction bid system.

The selected proposer is to 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 VIII for a sample copy of the agreement.

**BID FORM CONT'D.
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

AS SPECIFIED IN THIS INVITATION TO BID

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

I (We) intend to submit a per gallon bid price, during the upcoming reverse auction, for the **12 - month supply (May 1, 2026 through April 30, 2027) of the following chemicals** delivered F.O.B. Four Rivers Sanitation Authority, in full conformity with all specifications contained in this Invitation to Bid:

- ☐ Sodium Hypochlorite Solution Supply (Bulk)
- ☐ Sodium Bisulfite Solution Supply (Bulk)
- ☐ Sodium Bisulfite Solution Supply (Totes)

The undersigned acknowledges that Addendum numbers _____, _____, _____ were received, and realizes that all Addenda are considered part of the Contract.

Date: _____

By signing this bid, I/we, the bidder(s), agree to the terms of the bid, bid requirements, addenda, and contract.

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

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

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

(Area Code and Phone Number) (Email Address)

NOTE: The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The bidder must exclude those taxes from their bid.

**“NO BID” RESPONSE
TO
INVITATION TO BID**

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

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 Invitation to Bid: **Sodium Hypochlorite & Sodium Bisulfite Solution Supply**, due at 2:00 p.m., January 30, 2026.

Reason for not bidding: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

**SECTION V
FAIR EMPLOYMENT AFFIDAVIT OF
COMPLIANCE**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

V
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201 SODIUM HYPOCHLORITE & SODIUM BISULFITE SOLUTION SUPPLY
Failure to complete this form will result in disqualification of Vendor's bid.

NOTE: THE BIDDER 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€ 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 VI
FORMS OF AFFIDAVIT**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

VI
FORMS OF AFFIDAVIT
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY

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

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

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

This Section for a Limited Liability Corporation:

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

Signature _____

Notarization (required for all successful bidders):

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

Notary Public _____

County _____

My Commission Expires _____

**SECTION VII
BID BOND**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

**VII
BID BOND
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

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 unto 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

☐ **Sodium Hypochlorite Solution Supply**

☐ **Sodium Bisulfite Solution Supply**

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 Proposal.

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

(Seal)

Principal

By _____

Name: _____

Title: _____

Date: _____

ATTEST:

Surety

(Seal)

By _____

Name: _____

Title: _____

Date: _____

**SECTION VIII
CONTRACT SAMPLE**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

**VIII
CONTRACT
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE AND/OR SODIUM
BISULFITE SOLUTION SUPPLY**

THIS CONTRACT, made and concluded this _____ day of _____, 20____,
between Four Rivers Sanitation Authority, 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 Bid 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 Introduction, General Specifications and Instructions, Detailed Specifications, Bid Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the Invitation to Bid: **26-201 SODIUM HYPOCHLORITE & SODIUM BISULFITE SOLUTION Supply**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

Unless the Contractor and the Authority terminate the Contract by their mutual written Contract in conformity with Section II, 2.16 of the Invitation to Bid, the contractor must provide the Authority's _____ (chemical name) including delivery, at the bid price, over a 12-month period from 12:00 A.M., May 1, 2026 through 11:59 P.M., April 30, 2027. If the Authority and the Contractor agree in writing, the Contract may be extended twice for one year per extension.

2. Contract Price

The Authority will pay the Contractor, and the Contractor will accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the unit price set forth in their final reverse auction bid. The Contractor's proposal unit prices for _____, in conformity with all specifications, shall be the only basis of payment over the duration of the contract.

The Contractor fully understands and agrees that their bid price, delivered F.O.B. 3333 Kishwaukee St., Rockford, IL will be the only basis for payment for the contract's duration, and that in the absence of changes to which the Authority and Contractor agree because of revisions to the scope of the product, this contract allows for no price increases during the initial 12-month term.

The Authority will 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, materials, or equipment that meets or exceeds the Authority's specifications;
- B.** Deliver _____ (chemical name) in conformity with the specifications;
- C.** Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which they may encounter in the prosecution of the work, or from the action of the elements;
- D.** Be responsible for all accidents they, their employees, or agents may incur in the contract's execution;
- E.** 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;"
- F.** Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
 - 1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
 - 2. document compliance as required,
 - 3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
 - 4. prepare and make available all required information and documentation, and
 - 5. hold harmless and indemnify the Authority and the Authority's representatives as defined in Section 2.18 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's

- fees and expert witness fees) or for settlements, and;
- c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.
- G.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
1. the illegality of sexual harassment;
 2. the definition of sexual harassment under Illinois State law;
 3. a description of sexual harassment, utilizing examples;
 4. Contractor's internal complaint process including penalties;
 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
 6. directions on how to contact the Department and the Commission; and
 7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

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

- H.** Maintain all specified insurance for the duration of the contract.
- I.** The Steel Products Procurement Act, Illinois Public Act 83-1030, requires that steel products used or supplied in performance of this Contract or subcontract must be manufactured or produced in the United States with three exceptions, as explained in the Instructions to Bidders.
- J.** In the absence of the Authority's written permission, the Contractor must not use the Authority's name in any form or medium of public advertising.
- K.** 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.

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

If the Contractor defaults, the Authority may procure _____ (chemical name) described in this Invitation to Bid, from other sources. In such an event, the price the Authority pays constitutes the prevailing market price at the time of such

purchase and the defaulting Contractor must pay the Authority the difference between their bid price and the prevailing market price. The defaulting Contractor must make such payment no more than 60 calendar-days after the Authority notifies them, in writing, of such an occurrence.

4. Payments to Contractor

If the Authority receives an acceptable invoice for conforming service 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.

5. Subcontracts

No part of the work herein provided for is to be sublet or subcontracted without the express written 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.

8. Time

The Contractor agrees to all delivery schedules specified in the Invitation to Bid.

9. Seals

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

Name of Firm - Contractor

By: _____
Authorized Signature

ATTEST:

By: _____

Its: _____

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 Christopher T. Baer and Lisa Mittel, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Assistant 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 Assistant Director of Management Services acknowledge said instrument to be the free act and deed of said Authority.

(SEAL)

Notary Public

**SECTION IX
PERFORMANCE BOND**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

**IX
PERFORMANCE BOND
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

KNOW ALL MEN 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, shall in all things stand to and a proposal 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 Four Rivers Sanitation Authority, 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 Four Rivers Sanitation Authority 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: _____

**SECTION X
LABOR & MATERIAL PAYMENT BOND**

**INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

X
**LABOR & MATERIAL PAYMENT BOND
FOUR RIVERS SANITATION AUTHORITY
INVITATION TO BID #26-201
SODIUM HYPOCHLORITE & SODIUM
BISULFITE SOLUTION SUPPLY**

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 Oblige, for the use and benefit of claimants as
hereinafter defined in the amount of

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

WHEREAS, Principal has by written agreement dated _____ 20____ Entered into a
Contract with Oblige for _____ in accordance
with contract documents prepared by the 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 Oblige liable to any
subcontractor, material man or laborer, or to any other person to any greater extent than
it would have been liable prior to the enactment of The Public Construction Bond Act,
approved June 20, 1931, as amended; provided further, that any person having a claim
for labor and materials furnished in the performance of the Contract shall have no right of
action unless he shall have filed a verified notice of such claim with the Oblige within 180
days after the date of the last item of work or the furnishing of the last item of materials,
which claim shall have been verified and shall contain the name and address of the
claimant, the business address of the claimant within the State of Illinois, if any, or if the
claimant be a foreign corporation having no place of business within the State the principal
place of business of the corporation, and in all cases of partnership the names and
residences of each of the partners, the name of the Contractor for the Oblige, the name
of the person, firm or corporation by whom the claimant was employed or to whom such
claimant furnished materials, the amount of the claim and a brief description of the public

improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Obligor 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 Obligor 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 Obligor relative to claims made against this Bond.

Signed and Sealed this _____ day of _____, 20____

CONTRACTOR

SURETY

By: _____ By: _____
Signature Attorney-in-Fact

_____ _____
Title Resident Agent

ATTEST:

Corporate Secretary (Corporations only)

EXHIBIT A

SODIUM HYPOCHLORITE

Delivery Procedure

Scope: This procedure will cover the steps required to safely unload deliveries of Sodium Hypochlorite.

Safety: Camlock Straps, Wheel Chocks, PPE (Apron, Gloves, Boots, Safety Shield and Eye Glasses).

Equipment: T-Handle Wrench, Valve Box Tongs

Procedure:

1. Sodium hypochlorite tank trucks will stop at the security guard house to be weighed in. The security guard on duty will contact plant operations personnel informing them of the sodium hypochlorite arrival.
2. Operations personnel will meet the tank truck at the guard house and verify all shipping paperwork and placards. Paperwork shall be initialed by the receiving operator.
3. The sodium hypochlorite tank truck will be escorted by plant operations personnel to the unloading area of the Chlorine Storage Building.
4. At the unloading site, plant operations personnel will inform the tank truck driver of the following **BEFORE** unloading:
 - Lock brakes (truck and trailer); listen for the hiss of the air release.
 - Driver must chock wheels as a secondary precaution. Visually confirm the placement.
 - Safety shower location.
 - Unloading pressure shall not exceed 15 psi.
 - Driver is required to remain within sight and 25 feet of the unloading connection point at all times during the unloading process.
5. After informing the truck driver of their responsibilities, operations personnel will use valve box tongs to open the valve access lids and the T-handle wrench to open and close the spill containment tank valves to the positions necessary for unloading.

Refer to **Figure 1: Spill Containment Valve Locations** picture below.

	<u>Normal Position</u>	<u>During Unload</u>
Valve A:	Closed	Open
Valve B:	Open	Closed

FIGURE 1: Spill Containment Valve Locations



6. Operations personnel will verify that all of the valves in the sodium hypochlorite tank room are in their correct positions to fill the appropriate tank. Once the spill containment and the fill line valves have been verified to be in their correct position, the camlock cap outside the building shall be unlocked and removed allowing the truck driver to make his hose connection. The driver will secure his discharge hose with camlock straps and begin the offload process.
7. Operations personnel will remain at the Chlorine Storage Building until the sodium hypochlorite has been offloaded.
8. Upon completion of the sodium hypochlorite offload, the fill lines will be gently blown with compressed air from the tank truck to remove excess sodium hypochlorite in the lines. Operations personnel will then close all open fill line valves and return the spill containment valves to their normal positions. The exterior fill line camlock cap will be replaced and locked.
9. The sodium hypochlorite delivery truck will be escorted by operations personnel to the guardhouse to be weighed out.
10. The sodium hypochlorite delivery paperwork, (signed Bill of Lading, SDS, Chain of Custody, weight ticket) will be delivered to the Financial Services Department.



ELECTRONIC BID EVENT FORM

Must be completed via DocuSign or emailed to tara.obannon@ebridgeprocurement.com.

Suppliers approved to participate in the Online Event will be provided with a DocuSign version of this form.

Four Rivers Sanitation Authority will accept bids for ITB #26-201 Sodium Hypochlorite & Sodium Bisulfite Solution Supply using an Electronic Sealed Bidding Process on February 10, 2026 at 10:00AM CT in accordance with the specifications and procedures available either with eBridge or Four Rivers Sanitation Authority. This Electronic Sealed Bidding Event has a preliminary end date and time of February 10, 2026 at 10:15AM CT plus any possible extensions.

The awarded supplier is obligated to pay a transaction fee to eBridge pursuant to the Terms & Conditions accepted upon placement of initial bid. The fee will be based on the final total purchase price assessed as three percent (3%) of the awarded price. The transaction fee is assessed on the final selling price.

AWARD OF CONTRACT: REJECTION OF BIDS – The Buyer reserves the right to (i) reject any, any part of, or all bids or proposals to fulfill The Buyer's requirements, (ii) waive informalities and technicalities, (iii) negotiate directly with any party submitting a bid or proposal, or (iv) accept that bid or proposal which The Buyer deems to be in its best interest, whether or not it is the lowest dollar proposal. The Supplier to whom the award is made will be notified at the earliest possible date.

ACCEPTED BY:

COMPANY NAME

DATE

CONTACT PERSON

TITLE

PHONE NUMBER

FAX

BILLING ADDRESS, CITY, STATE ZIP CODE

EMAIL ADDRESS

AUTHORIZED REPRESENTATIVE SIGNATURE

Updated 12/2025



IMPORTANT

The following document is included for your review and examination.

Electronic acceptance prior to placing your bid will be required.

EBRIDGE BUSINESS SOLUTIONS, LLC SUPPLIER TERMS AND CONDITIONS

READ THIS AGREEMENT ("AGREEMENT") CAREFULLY BEFORE SELECTING "ACCEPT" OR "DECLINE" BELOW. BY SELECTING THE "ACCEPT" BUTTON, YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF PARTICIPATING IN THIS ONE-TIME, ONLINE BIDDING EVENT. YOU WILL BE ALLOWED TO RECEIVE REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SUBMIT BIDS AND PROPOSALS NECESSARY IN PARTICIPATING IN THE ONLINE BIDDING EVENT. BY SELECTING THE "DECLINE" BUTTON BELOW, YOU WILL BE DENIED ACCESS TO THE SOLUTION.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any buyer offerings using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge.

You further acknowledge any agreement entered into by you as the supplier of goods or services from a participating buyer is an agreement solely with such buyer, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore:

1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, SPECIFICATIONS, OR REQUESTED AVAILABILITY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A BUYER OR ANY OTHER SUPPLIER INVOLVED IN THIS AGREEMENT.

BY SELECTING THE "ACCEPT" BUTTON BELOW, AND BY SUBSEQUENTLY USING THE SOLUTION, YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

- 1. Utilization.** You are granted a one-time, non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). Any subsequent rights to access the Solution will require you to accept a new Agreement eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.



2. Responsibilities of the Parties. Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to participate in a one-time, online bidding event. eBridge will also provide such other assistance in the way of customer support and service as set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. eBridge shall have no responsibility for ensuring sales of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You, the supplier, in using the Solution, have the responsibility for the bid including, but not limited to, the following:

- Accepting the terms of use contained in the bid documents in advance
- Preparing and assuring the completeness of any bids, quotes, or proposals
- Submitting any bids, quotes or proposals electronically within established deadlines
- Maintaining with the buyer, the security and integrity of the sealed or open bid procurement process
- Participating in any pre-bid conference(s) and tutorial(s) for suppliers prior to an electronic event
- Compliance with all applicable legal requirements
- Establishing and adhering to the terms and conditions of buyer contracts
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

You also acknowledge that eBridge's role for procurement activities will include the following:

- Clarifying buyer needs and specifications to the supplier
- Assisting in the completion of comprehensive bid documents
- Hosting telephone tutorials with all suppliers on utilization of the electronic bid process
- Participating in any pre-bid conference(s)
- Hosting the auction event and providing support during the event
- Publishing appropriate results to the users as well as obtaining feedback from participants

3. Conduit Services Only. The Solution provides an Internet conduit through which you may communicate the availability of your goods and services to potential buyers, potential buyers may communicate their procurement needs to you and you may respond to requests for quotations, bids or proposals in online bidding events. You will be entitled only to respond to requests of potential buyers for quotations, bids or proposals if you have accepted the terms and conditions of this Agreement. eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating buyers. You must conduct your own inquiries concerning the qualifications and reputation of buyers, and must look only to the buyers with whom you choose to transact business for performance of any agreements with them.

4. Buyer Representations and Warranties. eBridge does not verify or validate the information provided by or any representations or warranties made by buyers on the Solution, and makes no representation or warranty of any kind to you concerning any buyer using the Solution. You shall look solely to the buyer with respect to any buyer-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any buyer-related information or representations and warranties.

5. Coded Access. The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Solution. YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES. Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.

6. Availability and Operation of the Solution. While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the



Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.

7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorney fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a transaction fee based on the total final purchase price stated upon award will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Event Form. All fees are to be paid to eBridge by the awarded supplier in the following manner:

- **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer
- **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment
- **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. You further acknowledge any payment made by a buyer with respect to a sale in which you were the winning bidder, whether or not such payment is made directly to you or a third party, will cause you to be immediately liable to eBridge for the transaction fee. Because these fees are expected to be INCLUDED in your pricing, they shall not be delineated in your invoicing to the buyer.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

12. **Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) any agreement entered into by you with a participating buyer through any online bidding event conducted



through the Solution, (b) the final price agreed upon between you and the participating buyer with respect to any product or service sold to such buyer, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to you by any buyer pursuant to any agreement entered into by you with a participating buyer through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.

- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement.

The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).

If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

- 14. Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
- 15. Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
- 16. Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
- 17. Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
- 18. Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such



rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.

- 19. Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
- 20. Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
- 21. Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you electronically viewed or received a specific request for quotations from a buyer, you will not, directly or indirectly, enter into any agreement related to your quotations for this specific event with such buyer outside the Solution to include paper bids or verbal negotiation which would result in your failure to pay to eBridge the fee(s) set out in Section 11 hereof. You agree to maintain confidentiality between the buyer, you, your representatives, your company and its agents and suppliers and eBridge regarding the submission of quotations and subsequent pricing before and during the auction event.
- 22. Governing Law.** This Agreement and the rights of the parties to this Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Buyer resides, without regard to or application of its conflict of laws principles.
- 23. Partial Enforceability.** If any provision of this Agreement, or the application of any provision to any person, entity or circumstance shall be held invalid, illegal or unenforceable, then the remainder of this Agreement, or the application of that provision to persons, entities or circumstances other than those with respect to which it is held invalid, illegal or unenforceable, shall not be affected thereby.
- 24. Entire Agreement.** This Agreement represents the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements, negotiations, correspondence, undertakings and communications between such parties representing such subject matter.
- 25. No Consequential Damages.** Except as prohibited by law, each party hereto waives any right it may have to claim or recover any special, exemplary, punitive or consequential (including business interruption), or any damages other than, or in addition to, actual damages.
- 26. Headings.** The headings in this Agreement have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.