

**FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

Date: May 20, 2026

Name of Proposing Firm: \_\_\_\_\_

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

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

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

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

**Proposal Due Date and Time: 4:00 p.m., June 10, 2026**

*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-Proposal Meeting: Y**

**Performance Bond: Y**

**Bid Bond: Y**

**Prevailing Wage: Y**

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

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

**SEND PROPOSALS TO:**

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

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

**PROPOSALS WILL NOT BE ACCEPTED BY FAX OR EMAIL.**

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

Proposal results are available after contracts are awarded at the Regular Meeting of the Board of Trustees, held on the fourth Monday of the month. Please call 815-387-7425 or visit [fourrivers.illinois.gov](http://fourrivers.illinois.gov)

**SECTION I  
NOTICE**

**REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

I  
**NOTICE**  
**FOUR RIVERS SANITATION AUTHORITY**  
**REQUEST FOR PROPOSALS #27-201**  
**AQUARIUM OPERATION & MAINTENANCE**

Four Rivers Sanitation Authority (FRSA, Authority) will receive sealed and signed proposals for **Aquarium Operation & Maintenance**. Proposals must be submitted to the Four Rivers Sanitation Authority Graceffa Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 4:00 p.m., June 10, 2026.

The scope of this proposal involves operating and maintaining the life support system and filtration system for the aquarium and pond in the lobby of the Graceffa Administration Building.

Each bid must be accompanied by cash or a certified or bank cashier's check on a solvent bank or trust company, drawn to the order of the Four Rivers Sanitation Authority, or an acceptable Bid Bond on the form attached, in an amount not less than ten percent (10%) of the total bid price. This sum is a guarantee that, if the proposal is accepted, a contract will be entered into.

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

Prevailing Wage - Public Act 100-1177 (820 ILCS 130) requires the Bidder to comply with prevailing wages in accordance with the Illinois Department of Labor Standards.


Copies of the RFP for review purposes only are available through the Four Rivers Sanitation Authority website [fourrivers.illinois.gov](http://fourrivers.illinois.gov). Proposal documents for submittal are available by contacting Purchasing at [purchasing@fourrivers.illinois.gov](mailto:purchasing@fourrivers.illinois.gov) or (815) 387-7425.

The Authority will conduct a **MANDATORY** pre-proposal meeting at 2:00 p.m. on May 27, 2026. The meeting will begin in the Board Room of the Graceffa Administration Building at 3501 Kishwaukee St., Rockford, IL 61109.

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

Four Rivers Sanitation Authority reserves the right to reject any or all proposals, or any part thereof, or to accept any or all proposals, or any part thereof, or to waive any formalities in any proposals, deemed in the best interest of the Four Rivers Sanitation Authority.

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



Lisa Mittel  
Assistant Director of Management Services  
Four Rivers Sanitation Authority

**SECTION II  
GENERAL SPECIFICATIONS AND INSTRUCTIONS**

**REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

II  
GENERAL SPECIFICATIONS AND INSTRUCTIONS  
FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE

**2.1 Important Dates**

- Proposal Release Date: May 20, 2026
- Mandatory Pre-Proposal Meeting: May 27, 2026, 2:00 p.m.
- Last Day to Accept Questions: June 3, 2026
- Last Day to Issue Addenda: June 5, 2026
- Proposal Due Date: 4:00 P.M., June 10, 2026
- Interviews: TBD
- Anticipated Award Date: June 22, 2026

**2.2 Proposal Preparation**

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

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

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

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

**2.3 Submission of Proposals**

The Authority **will not** receive proposals in an electronic format, by e-mail or internet or by facsimile. The respondent must return their proposal, clearly marked as **"Request for Proposal #27-201: Aquarium Operation & Maintenance"**. **The Authority cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label their proposal envelope.**

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

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

Box or handed to the Customer Service receptionist in the lobby of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, except for holidays.

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

#### **2.4 Bid Security**

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

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

#### **2.5 Illinois Department of Human Rights Registration Number**

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

#### **2.6 Performance Bond**

The successful proposer must provide a Performance Bond acceptable to the Four Rivers Sanitation Authority. The performance bond must be for either 100% of the annual contract price or for the successful respondent's unit price times the estimated number of units, as applicable. The performance bond must be submitted annually on or before its expiration date, and within 10 business days of the award anniversary date for the entire length of the Contract period. This Request for Proposals contains a Performance Bond form and Payment of Vendor Bond for the successful proposer's use. If the successful proposer fails to provide acceptable bonds within the specified time they are in default.

#### **2.7 Exceptions**

Exceptions to any part of the requirements stated in this request must be clearly identified as exceptions. The stated exceptions and any alternatives offered must be included in

Section 3 at the specific point at which the exception is taken (see “Proposal Response Format”).

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

## **2.8 Proposal Response Format**

Submit three hard copies of the proposal and one copy on a flash drive. Proposal format should conform to that prescribed below:

### **Section 1 – Required Documents**

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

### **Section 2 – Executive Summary/Overview**

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

### **Section 3 – Main Body of Response**

Include a complete copy (all pages and content) of this RFP document and Specifications document with all sections completed. Proposers must provide a complete, point-by-point response whereby the proposer responds to or acknowledges all proposal specifications, requirements and contract terms. Incomplete documents may be deemed unresponsive and therefore eliminated from consideration.

## **2.9 Taxes**

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

## **2.10 Withdrawal of Proposals**

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

## **2.11 Acceptance of Proposals/Form, Preparation, and Presentation of Proposals**

If the proposal contains any omissions, erasures, alterations, additions or items not called for in the itemized proposal, or contains irregularities of any kind, such may constitute

sufficient cause for rejection of proposal. In case of any discrepancy in the unit price or amount proposed for any item in the proposal, the unit price as expressed in figures will govern.

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

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

## **2.12 Laws and Regulations**

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

### **A. Illinois Regulations**

1. In accordance with Illinois Public Act 102-0265, the Four Rivers Sanitation Authority is required to make a good faith effort to collect and publish certain demographic information provided by vendors and subcontractors doing business with the Authority. The Act requires FRSA to report whether a vendor or subcontractor is a minority, women, or veteran-owned business as defined by Illinois Law. In addition, the Authority is required to disclose if the business is certified as a small business under federal Small Business Administration standards. The successful proposer will be required to provide this information upon contract award.
2. Prevailing Wage - Public Act 100-1177 (820 ILCS 130) requires the Bidder to comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on Authority projects to submit certified payroll reports via the State's Certified Transcript of Payroll Portal currently found at:

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

The Bidder is responsible for verifying current information on the State's website.

3. 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 work involved.

4. 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.

5. 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.
6. The Contractor for this project must comply with the Occupational Safety and Health Act.
7. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
8. 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.

### 2.13 Terms

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

**B. Default.** In case of default, the Authority will procure the materials and service described in this Request for Proposals from other sources. The Authority to hold the defaulting successful respondent responsible for any excess cost incurred. The defaulting successful respondent must make such payment no more than sixty (60) calendar days

after the Authority notifies the successful respondent, in writing, of such an occurrence.

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

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

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

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

#### **2.14 Quantities Estimated Only**

The estimated quantities of the various items of work and materials, as set forth in the bid form, is approximate only and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and if awarded a contract for the work specified, the Contractor further agrees that 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.

#### **2.15 Investigation**

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

#### **2.16 Addenda and Interpretation**

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any proposer orally. Requests for interpretation must be emailed to [Purchasing@fourrivers.illinois.gov](mailto:Purchasing@fourrivers.illinois.gov) or mailed to Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois, 61109. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. To be given consideration, such request must be received at least five (5) business days prior to the proposal due date.

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

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

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

### **2.17 Contract Form**

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

### **2.18 Contract Termination**

**A. Respondent's Unacceptable Performance.** If the successful respondent fails to provide materials and service in conformity with this Request for Proposals, the Authority will notify them in writing. If the successful respondent fails to correct the performance deficiency to the Authority's satisfaction within five (5) working days after they receive the Authority's notice, they are in default. If the same performance deficiency recurs despite the Authority's notification and the successful respondent's temporary correction, the successful respondent is likewise in default. The Authority may, at its sole discretion, terminate the contract with the defaulting successful respondent, and remedy the matter under provisions set forth in this Section of this Request for Proposals.

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

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

The Authority may repeat this option until it obtains an acceptable **Aquarium Operation & Maintenance** contract.

### **2.19 Deliveries**

The successful respondent must ship all material as follows: F.O.B. Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries must conform to the requirements stated in this Request for Proposals.

### **2.20 Incidental Work**

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

### **2.21 Plant, Tools and Equipment**

The Contractor must provide and maintain such modern plant, tools and equipment as may be necessary to perform in a satisfactory and acceptable manner all the work

required by this Contract. Only equipment of established reputation and proven efficiency must be used. The Contractor is solely responsible for the adequacy of their plant and equipment.

### **2.22 Verification of Data**

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

### **2.23 Payment Terms**

The awarded firm must submit invoices by mail to:  
Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, IL 61109 or by email to: [accountspayable@fourrivers.illinois.gov](mailto:accountspayable@fourrivers.illinois.gov). FRSA will make payments in the following manner: Authority's payment terms in Section 2.13.

FOR REVIEW PURPOSES ONLY

**SECTION III  
DETAILED SPECIFICATIONS**

**REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

**III**  
**DETAILED SPECIFICATIONS**  
**FOUR RIVERS SANITATION AUTHORITY**  
**REQUEST FOR PROPOSALS #27-201**  
**AQUARIUM OPERATION & MAINTENANCE**

**3.1 General**

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

**3.2 Facility Inspection**

The Authority will conduct a **MANDATORY** pre-proposal meeting at **2:00 p.m. on May 27, 2026**.

**3.3 Proposal Evaluation**

**A. Evaluation Committee**

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

**B. Evaluation Criteria**

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

**3.4 Minimum Requirements**

**A. General Description**

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

**B. Responsibilities**

1. The successful respondent’s responsibilities shall include the following:
  - a. System management creativity
  - b. Maintaining exhibit esthetics

- c. Maintaining life support (pumps and filtration equipment)
- d. Maintaining water quality
- e. Maintaining water temperature between 65 and 70 degrees Fahrenheit. Provide a written explanation of your method of managing water temperature given the current plumbing system.
- f. Maintaining support areas
- g. Preparing diets and feeding
- h. Selection and placement of livestock
- i. Diagnosis and treatment of diseased organisms
- j. Accurate record keeping and documentation
- k. Communicating effectively with customers and staff members about exhibits
- l. Training and education of all technicians, if applicable
- m. Respond to calls reporting deceased or injured organisms

2. The successful respondent will be responsible for the following operation and maintenance procedures to be performed in accordance with all Authority and Manufacturer requirements.
- a. Filling and maintaining water levels in the upper and lower ponds,
  - b. Operating/maintaining sand filters
  - c. Cleaning/maintaining pump strainer baskets
  - d. Properly operate/maintain UV sterilizers
  - e. Properly maintain acrylic aquarium walls. NO WINDOW CLEANER TO BE USED. 50/50 white vinegar and water or acrylic polishes only.

3. Operation and maintenance shall conform to the following schedule:

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

4. The successful respondent will be required to promptly report any and all pond equipment maintenance issues to the Authority's Assistant Director of Plant Operations. Any maintenance not included in the above specifications will be performed by Authority personnel or procured separately from this contract. If it is determined that the successful respondent's failure to report maintenance issues

caused excessive damage, the successful respondent will be responsible for the costs the Authority incurs to resolve the damages.

### **C. Fish Selection**

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

**F. Contract Duration.** The successful respondent must provide the Authority's **Aquarium Operations & Maintenance** for a **33-month** period, beginning on **August 1, 2026**, and continuing through **April 30, 2029**.

**G. Price Increases Prohibited.** The successful respondent must not raise their fees over the entire duration of the contract.

### **3.5 Payments to Successful Proposer**

The successful proposer must invoice the Authority monthly. The Authority will deny invoices for any costs not included in the successful proposer's original proposal, unless the successful proposer attaches Authority management's written pre-authorization for additional payment. Section 2.13 of this Request for Proposal contains the Authority's general payment requirements.

### **3.6 Questions**

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Ashley Bernard, Assistant Director of Plant Operations, by phone at 815-387-7643 or by email at [abernard@fourrivers.illinois.gov](mailto:abernard@fourrivers.illinois.gov). The Authority will not interpret specifications for individual proposers. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers.

### **3.7 Insurance**

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

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

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

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

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

The policies must contain, or be endorsed to afford Contractual Liability coverages for the

following provisions in the General Liability and Automobile Liability coverages:

1. The Authority, its officers, officials, employees, and volunteers must be covered as additional insureds as respects liability arising out of activities performed by or on insured's general supervision of the successful respondent/contractor, products and completed operations of the successful respondent/contractor, premises owned, occupied or used by the successful respondent/contractor, or automobiles owned, leased, hired, or borrowed by the successful respondent/contractor. The coverage must contain no special limitations on the scope of protection afforded to the Authority, its officers, officials, employees, volunteers, or agents.

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

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

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

**B. Proof of Insurance – Certificate of Insurance and Additional Insured Endorsements.** No more than ten (10) calendar days subsequent to the Authority's issuance of an award letter and no later than thirty (30) days before commencement to work, the successful respondent/contractor must provide documentation including a Certificate of Insurance and additional insured endorsements for commercial general liability and auto liability to prove that it has obtained all required insurance and bonds. The Certificate of Insurance must state Four Rivers Sanitation Authority is additional insured under the commercial general liability and automobile liability on a primary, non-contributory basis. The primary, non-contributory additional insured endorsements for commercial general liability and automobile liability must be provided. The Authority is the sole judge as to the acceptability of any such proof.

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

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

**E. Best Ratings.**

1. Alphabetical Rating. For purposes of this Request for Proposals, "insurer" means any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or

surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide is acceptable to the Authority.

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

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

b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer must be submitted to the Authority's 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.

### **3.8 Indemnification Clause**

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

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

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

### **3.9 Force Majeure**

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

**SECTION IV  
QUALIFICATION FORM**

**REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

IV  
QUALIFICATION FORM  
FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE

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

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

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

# of years: \_\_\_\_\_

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

# of years of experience: \_\_\_\_\_

Please describe your experience.

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

# of years of experience: \_\_\_\_\_

Please describe your experience: \_\_\_\_\_

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4. Describe the personnel and training procedures the respondent proposes to use in performing aquarium operation and maintenance for FRSA.

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5. Proposers must assign a supervisor to oversee the operations and requirements of the contract. This person will be required to act as liaison with the Authority. Please identify the person who will be responsible and a brief description of their experience.

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8. Identify back-up and emergency work plan if scheduled employees do not report to work.

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10. What pre-employment screening does your company perform?

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11. What steps are taken to ensure quality control and consistency?

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12. Provide the following information regarding three (3) organizations for which the proposer has provided aquarium operation and maintenance within the last three years. Please be sure to provide current contact information.<sup>1</sup>

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<sup>1</sup> References provided may be contacted by the Authority to be used in evaluation.

**Reference #1**

Organization Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_

**Reference #2**

Organization Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_

**Reference #3**

Organization Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_

FOR REVIEW PURPOSES ONLY

**SECTION V  
PROPOSAL FORM**

**REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

V  
**PROPOSAL FORM  
FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

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 **Aquarium Operation & Maintenance** in compliance with the attached Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

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

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

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

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor.

E. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act. If said firm is awarded a contract to provide the Authority's **Aquarium Operation & Maintenance**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,

3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the Authority and the Authority's representatives as defined in Section 3.8 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

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

1. the illegality of sexual harassment;
2. the definition of sexual harassment under Illinois State law;
3. a description of sexual harassment, utilizing examples;
4. my (our) organization's internal complaint process including penalties;
5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act. (775 ILCS 5)

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

In submitting this proposal, I (we) understand that the Authority may reject part or all of any and all proposals. I (we) agree that I (we) must not withdraw this proposal for a period of sixty (60) calendar days following the scheduled proposal due date. I (we) have carefully examined the nature of the service and materials. The cost of all the materials, equipment, and service necessary to complete this contract is given in this proposal.

The selected proposer must enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract must be executed by the Contractor/Vendor and returned, together with the Insurance Documents and Performance Bond (if applicable) within ten (10) calendar days after it has been mailed to the Contractor. Two copies of the contract must be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section VIII for a sample copy of the agreement.

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

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

Annual Cost for Aquarium Operation & Maintenance						
First 9 months August 1, 2026 – April 30, 2027 Cost/Month	First 9 months August 1, 2026 – April 30, 2027 Total Cost	Year 1 May 1, 2027 – April 30, 2028 Cost/Month	Year 1 May 1, 2027 – April 30, 2028 Total Cost	Year 2 May 1, 2028 – April 30, 2029 Cost/Month	Year 2 May 1, 2028 – April 30, 2029 Total Cost	33-Month Combined Total
\$	\$	\$	\$	\$	\$	\$

The 33-month term will align the contract expiration date with the Authority's May 1 – April 30 fiscal year calendar.

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

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

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_  
(print name of firm)

\_\_\_\_\_  
(print street address)

\_\_\_\_\_  
(print city, state, zip)

\_\_\_\_\_  
(area code and phone number)

BY: \_\_\_\_\_  
(authorized rep's signature)

\_\_\_\_\_  
(print rep's name)

\_\_\_\_\_  
(print rep's title)

\_\_\_\_\_  
(email address)

**Note:** The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The proposer must exclude those taxes from their proposal.

**“NO PROPOSAL” RESPONSE  
TO  
REQUEST FOR PROPOSALS**

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

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

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

Purchasing@fourrivers.illinois.gov

We have received Request for Proposals **#27-201: Aquarium Operation & Maintenance**, due at **4:00 P.M. on June 10, 2026**.

Reason for not submitting proposal:

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

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

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

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

**REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

**VI**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**  
**FOUR RIVERS SANITATION AUTHORITY**  
**REQUEST FOR PROPOSALS #27-201**  
**AQUARIUM OPERATION & MAINTENANCE**

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

NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED PROPOSAL. THE FOUR RIVERS SANITATION AUTHORITY CANNOT ACCEPT ANY PROPOSAL WHICH DOES NOT CONTAIN THIS AFFIDAVIT

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

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

that said company is and "Equal Opportunity Employer" as defined by Section 2000l 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)

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

\_\_\_\_\_  
Signature

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

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

**SECTION VII  
FORMS OF AFFIDAVIT**

**REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

VII  
FORMS OF AFFIDAVIT  
FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #27-201  
AQUARIUM OPERATION & MAINTENANCE

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

Vendor City: \_\_\_\_\_ Vendor County: \_\_\_\_\_ Vendor State: \_\_\_\_\_

**This Section for Sole Proprietorship:**

I, \_\_\_\_\_ (name), being duly sworn, depose and say that the organization I represent is a sole proprietorship, and that I am the person described in and who executed the foregoing proposal and that the several matters therein stated are in all respects true.

Signature \_\_\_\_\_

**This Section for Partnership:**

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

Signature \_\_\_\_\_

**This Section for Corporation:**

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

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

**This Section for a Limited Liability Corporation:**

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

Signature \_\_\_\_\_

**Notarization (required for all successful proposers):**

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

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

County \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**VIII**  
**CONTRACT SAMPLE**  
**REQUEST FOR PROPOSALS #27-201**  
**AQUARIUM OPERATION & MAINTENANCE**

FOR REVIEW PURPOSES ONLY

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

THIS CONTRACT, made and concluded this \_\_\_\_ day of \_\_\_\_\_, 2026, between **Four Rivers Sanitation Authority**, Illinois, also known as "Authority," and \_\_\_\_\_, their executors, administrators, successors or assigns, referred to collectively as "Contractor":

In consideration of the payments and contracts mentioned in the Proposal attached hereto as **Exhibit A**, 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 Aquarium Operation & Maintenance in accordance with the specifications hereinafter described and the Authority's requirements laid out in the Request for Proposals.

**1. Scope**

Both parties understand and agree that the Introduction, General Specifications and Instructions, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the Request for Proposals #27-201 Aquarium Operation & Maintenance, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded. A true and accurate copy of the Request for Proposals is attached hereto as **Exhibit B**.

Unless the Authority terminates the Contract in conformity with Section 2.13 of the Request for Proposals, the Contractor must provide the **Authority's Aquarium Operation & Maintenance** including delivery, at the proposal price, over a 33-month period from August 1, 2026, through April 30, 2029. If the Authority and the Contractor agree in writing, the Contract may be extended twice for one year per extension. Prices shall remain unchanged during contract extension periods and no other contract term, condition, specification, nor requirement shall be altered in any way by a contract extension agreement.

The services provided under this contract are non-exclusive to the Contractor. The Authority, in its sole discretion, shall determine what work will be assigned to the Contractor. Furthermore, as described in section 2.14 of the Request for Proposal, the quantity of work to be assigned to the Contractor is an estimate only. The Authority is under no obligation to provide a minimum amount of work to the Contractor.

The Successful Offeror must provide the Authority's **Aquarium Operation & Maintenance** including delivery, at the proposal price.

**2. Contract Price**

Authority will pay to 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 prices set forth in the Proposal Form. The contractor's proposed unit prices for **Aquarium Operation & Maintenance**, 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 proposal 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 Aquarium Operation & Maintenance, this contract allows for no price increases.

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 detailed in the Request for Proposals;
- B.** Perform/Deliver Aquarium Operation & Maintenance in conformity with the specifications detailed in the Request for Proposals;
- 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 performance of the work, or from the action of the elements;
- D.** Be responsible for all accidents they, their employees, or agents may incur during the course of 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, defend, 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 gross 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 3(E), from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorneys' 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 required insurance for the duration of the contract, as specified in section 3.7 of the Request for Proposals.

**I.** Comply with the Steel Products Procurement Act, Illinois Public Act 83-1030, which 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 **Aquarium Operation & Maintenance** described in the Request for Proposals, 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 proposal 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. Timing of Payments to Contractor**

If the Authority receives an acceptable invoice for a conforming service prior to the fifth day of a given month, the Authority will issue payment before the fifth day of the succeeding month. If received on or after the fifth day of a particular 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, assigns, 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 Request for Proposals.

**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.

**10. Notices**

All notices, consents, demands, approvals, and requests which are required or permitted to be given by either party to the other pursuant to any provision of this Agreement shall be in writing and delivered personally (including delivery by a regular messenger or courier service), by overnight express delivery, or by mail. Mailed notices shall be sent by United States Certified or Registered Mail, return receipt requested, postage prepaid and shall be deemed delivered two (2) business days after posting. Personally delivered notices and notices delivered by overnight delivery shall be deemed delivered at the time of actual delivery or at the time of attempted delivery (as attested in writing by the person attempting delivery) in the event the intended recipient refuses to accept delivery. The notice addresses of the parties are as follows:

Authority:           Name:  
                              Address:  
                              Email:

Contractor:         Name:  
                              Address:  
                              Email:

**11. Severability**

If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Authority in order to carry out the intentions of the parties hereto as nearly as may be possible; and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

**12. Waiver**

The failure of any party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**13. Governing Law; Jurisdiction; Waiver of Jury Trial**

This Agreement shall be governed by and construed in accordance with the laws of the

State of Illinois, without regard to the conflicts of law rules of such state.

With respect to any action arising out of or relating to this Agreement or the transactions contemplated hereby, each party hereto irrevocably (i) agrees and consents to be subject to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois, Western Division or the Circuit Court of Winnebago County, Illinois, and (ii) waives any objection which it may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over such party; provided, however, that such consent to jurisdiction is for the purpose referred to herein and shall not be deemed to be a general submission to the jurisdiction of such courts or any other courts for purposes outside of the scope of any such action.

THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO AFFECT SUCH WAIVER.

IN WITNESS WHEREOF, the parties hereto have executed this **Aquarium Operation & Maintenance** Contract on the date first written above.

\_\_\_\_\_  
Name of Firm - Contractor

By \_\_\_\_\_  
Authorized Signature

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Four Rivers Sanitation Authority  
Winnebago County, Illinois

By \_\_\_\_\_  
Executive Director

ATTEST: \_\_\_\_\_  
Assistant 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

\_\_\_\_\_

FOR REVIEW PURPOSES ONLY

IX  
PERFORMANCE BOND  
FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #27-202  
SECURITY SERVICE – GUARD SHACK

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

\_\_\_\_\_ hereinafter designated as the

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

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

NOW, THEREFORE, we the Principal and \_\_\_\_\_,  
as Surety, are firmly bound unto the Four Rivers Sanitation Authority in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate

seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

\_\_\_\_\_  
**Principal**

By

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

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

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

\_\_\_\_\_  
**Surety**

By

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

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

Countersigned \_\_\_\_\_

FOR REVIEW PURPOSES ONLY

**SECTION X  
LABOR & MATERIAL PAYMENT BOND**

**REQUEST FOR PROPOSALS #27-202  
SECURITY SERVICE- GUARD SHACK**

FOR REVIEW PURPOSES ONLY

X  
LABOR & MATERIAL PAYMENT BOND  
FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #27-202  
SECURITY SERVICE – GUARD SHACK

TO: \_\_\_\_\_ Contractor Name  
\_\_\_\_\_ Contractor City, State

KNOW ALL MEN BY THESE PRESENTS:

That: \_\_\_\_\_ (Contractor)

as Principal, and \_\_\_\_\_

a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Four Rivers Sanitation Authority, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of

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

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_ Entered into a Contract with Obligee for \_\_\_\_\_ in accordance with contract documents prepared by the Four Rivers Sanitation Authority which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

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

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

claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. No defect in the notice herein provided 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 Obligees 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 Obligees 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 Obligees relative to claims made against this Bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**CONTRACTOR**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Title

\_\_\_\_\_  
Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)