

# **INVITATION TO BID**

## **Northern Moraine Wastewater Reclamation District**



### **Phosphorous Removal Chemical**

**BID OPENING:  
Wednesday, March 4<sup>th</sup> 2026  
1:00 PM**

***\* All pages of this Bid Document must be submitted intact  
for the bid to be considered valid. \****

**NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT**

**CONTRACT FOR**

**PHOSPHOROUS REMOVAL CHEMICAL**

**BID PACKAGE**

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# **NORTHERN MORAINES WASTEWATER RECLAMATION DISTRICT**

## **CONTRACT FOR**

### **PHOSPHOROUS REMOVAL CHEMICAL**

### **INVITATION FOR BIDDER'S PROPOSALS**

**OWNER:** Northern Moraine Wastewater Reclamation District  
Attn: Mohammed Haque, District Manager  
113 Timber Trail  
P. O. Box 240  
Island Lake, IL 60042

#### **1. Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

#### **General Information**

The NMWRD is seeking bids for a twelve (12) month contract, with an option for two (2) twelve (12) month contract extensions, for the provision of supplying bulk Phosphorous removal chemical for the removal of Phosphorous in the District's wastewater treatment facility effluent.

The bid specifications provided herein shall describe the minimum specifications needed in order to permit prospective qualified vendors the opportunity to bid on a twelve (12) month contract that shall cover the period from May 1, 2026, through April 30, 2027. Two (2), one year contract renewal bid options for the 2027-28 and 2028-29 season are included in the bid documents. The District may choose to exercise the renewal option(s) and will notify the successful bidder of the renewal(s) of the contract no later than March 1, 2027, and March 1, 2028, if the contract is to be extended.

The District requires the Phosphorous removal chemical to be a phosphorous precipitant in the form a liquid state. Choice of chemical will be at the sole discretion of the District and subject to approval by the District. Bulk deliveries shall be made to the District's two (2) 1,000-gallon storage tanks. Based on 2024 & 2025 average annual usage of approximately 5,000 gallons of a polyaluminum chloride solution. Note that historical average usage is not representative of future phosphorous removal chemical usage. Ultimately, the bid submissions should be based off chemical treatment effectiveness for treating a typical influent Total Phosphorous concentration of 7.00 mg/L. Note that the NMWRD's NPDES Permit IL0031933 requires the following effluent limits:

## INVITATION

- Total Phosphorous (as P) CONCENTRATION LIMIT – Annual Average: 1 mg/L (*12-month rolling average, calculated monthly*)
- Total Phosphorous (as P) LOAD LIMIT – Annual Average: 17 lbs/day

### Scope of Services

After the bid opening on March 4th, 2026, the apparent successful bidder will be notified by District staff to supply one (1) five (5) gallon pail of the phosphorous removal chemical, which shall be delivered without charge to the District within 10 business days of notification. Failure to deliver the phosphorous removal chemical within the allotted time frame will cause a rejection of the proposal and the District will move on to the next candidate.

The bidder will be notified one (1) week prior to the performance testing. The bidder is encouraged to attend while the tests are being performed and split samples will be available only on the day of the test. The District shall use its in-house laboratory for sample analysis. Split sampling cost will be the responsibility of the bidder and sample results may be compared against the in-house results. All split sampling documentation (i.e. Chain of custody, Minimum Detection Limits) shall be made available to the District.

The phosphorous removal chemical shall be tested for performance on both operations and removal efficiency. If additional phosphorous removal chemical is required for performance testing it shall be supplied to at no cost to the District.

If the NMWRD determines that the lowest cost phosphorous removal chemical does not meet and/or exceed the performance specifications, the next lowest responsible bidder shall be contacted, and the process repeated until the lowest price and performance specifications are achieved.

Regularly scheduled or “milk run” type bulk deliveries of phosphorous removal chemicals shall be made to the District’s storage tanks. An exterior male 2” fill port is available to pump the chemical into two (2) 1,000-gallon storage tanks.

### Quantity

Chemical quantity will vary depending on which chemical is used. The quantity should be estimated based on the annual average 2025 influent Total Phosphorous concentration of 7.0 mg/L and Design Average Flow (DAF) of 2.5 MGD. Note that the NMWRD’s NPDES Permit IL0031933 requires the following effluent limits;

- Total Phosphorous (as P) CONCENTRATION LIMIT – Annual Average: 1 mg/L (*12-month rolling average, calculated monthly*)

## INVITATION

- Total Phosphorous (as P) LOAD LIMIT – Annual Average: 17 lbs/day

### Delivery

Delivery shall be Freight on Board (F.O.B.) or mini-bulk delivery by hoses and delivery equipment supplied by the successful bidder, to NMWRD, 420 Timber Trail, Island Lake, IL, 60042. All deliveries shall be made within five (5) business days after notice or sooner in emergencies, between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. No deliveries are to be made on Saturdays, Sundays, or holidays unless otherwise directed.

### Product Specifications

Solution must be a metal salt solution.  
Solution must be in liquid state.  
No powders, salts or slurries will be considered.

### Current Contract Information

The current contract for the supply and delivery of Hyper+Ion 5800 Blend will expire on April 30, 2026, and contract prices are listed below:

Chemtrade Chemicals US LLC	\$5.25 per gallon	Hyper+Ion 5800, Delivered
90 East Halsey Road, Suite 200 Parsippany, NJ 07054		

### General Requirements:

Prices quoted must be valid for minimum of (90) days from the date of the bid opening. Bids will be received by Mohammed Haque, District Manager, at the above address until 1:00PM on March 4th, 2026. All bids will be publicly opened immediately thereafter. Bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the **lower left** corner and shall be marked:

***"Phosphorous Removal Chemical"***

Attn: Mohammed Haque, District Manager"

The Northern Moraine Wastewater Reclamation District reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids.

**All detailed questions concerning the actual bid specifications are to be forwarded to**

## INVITATION

**Mohammed Haque, District Manager, in writing via fax to 847-526-3349 or e-mail to [haque@NMWRD.org](mailto:haque@NMWRD.org) no less than five (5) business days prior to the scheduled bid opening date.**

The Northern Moraine Wastewater Reclamation District does not discriminate in admission, access to, treatment, or employment in its programs and activities.

### 2. **Defined Terms**

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

### 3. **The Bid Package**

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award (Sample); and
- (9) Contract (Sample Attached as Separate Document), including all of its Attachments and Appendices, if any.

### 4. **Inspection and Examination**

The Bid Package may be examined at the office of Owner as listed above. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

## INVITATION

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work, and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal.

### 5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **1:00 pm**, local time, **March 4<sup>th</sup>, 2026**, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

### 6. **Bid Security, Bonds and Insurance**

A. **Bid Security.** Each Bidder's Proposal shall be accompanied by a security deposit in the amount of \$5,000 in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A minus and a financial size category of Class X or better in Best's Insurance Guide.

B. **Performance and Payment Bonds.** The successful Bidder may be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner.

C. **Insurance.** The successful Bidder will be required to furnish certificates and policies of insurance as required by the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth below and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this **11<sup>th</sup>** day of **February 2026**.

**NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT**

By:



***District Manager, NMWRD***  
***Mohammed Haque***

## INVITATION

### Insurance Limit Requirements

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory

Employer's Liability: \$500,000 ea. accident-injury

\$500,000 ea. employee-disease

\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois and provide a waiver of subrogation in favor of Owner.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

Coverage is to be written on an "occurrence" basis.

Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- "X," "C," and "U"
- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth in the Contract/Proposal.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

This Coverage shall apply in excess of the limits stated in 1, 2, and 3 above.

### Contract Bonds Required:

**Yes**

### Other Insurance Requirements:



## INVITATION

1. **VERIFICATION OF COVERAGE**: Before commencing the Work, Bidder shall furnish the District with certificates of insurance and additional insured endorsements verifying all required insurance coverages (an example of which is attached hereto as Exhibit 1). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before any work commences. The District reserves the right to request full certified copies of the insurance policies and endorsements.
2. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**: Any deductibles or self-insured retentions must be declared to and approved in advance by the District in its sole discretion.
3. **ADDITIONAL INSURED**S: The Northern Moraine Wastewater Reclamation District and its officials, employees, agents, and volunteers shall be named as additional insureds for the Bidder's Commercial General Liability and Automobile Liability coverages. Bidder shall provide the District with copies of all additional insured endorsements demonstrating compliance with this provision. The policies of insurance shall contain no provisions that invalidate the naming of the District and its officials, employees, agents, and volunteers as additional insureds.
4. **ACCEPTABILITY OF INSURERS**: Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, VII and licensed to do business in the State of Illinois.
5. **NOTICE OF CANCELLATION OR MODIFICATIONS**: Each insurance policy required shall have the Northern Moraine Wastewater Reclamation District expressly endorsed onto the policy as a Cancellation Notice Recipient and shall provide that no cancellation or non-renewal of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the District. In the event of any such cancellation or non-renewal, Bidder shall provide, with the notice thereof, evidence of replacement insurance. In the event of any change or modification of coverage, Bidder shall notify District within thirty (30) days after Bidder receives such notice of such change.
6. **NO WAIVER**: Under no circumstances shall the District be deemed to have waived any of the insurance requirements of this Agreement by any act or omission, including, but not limited to:
  - A. Allowing work by Bidder or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
  - B. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.

# INVITATION

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Fully Completed				INSURERS AFFORDING COVERAGE		NAIC #	
INSURED				INSURER A: Name of Insurance Company		Completed	
Fully Completed				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
				INSURER E: Name of Insurance Company		Completed	
<b>COVERAGES</b>							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea. Occur.) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	\$ 1,000,000 \$ 50,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 1,000,000
A		<b>AUTOMOBILE LIABILITY</b> CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE (PER ACCIDENT)	\$ 1,000,000 \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
B	X	<b>EXCESS UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE AGGREGATE	\$ per request \$ per request
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DIESEASE-POLICY LIMIT	\$ 500,000 \$ 500,000 \$ 500,000
		<b>OTHER</b> Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b> List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>			
Additional Insured: Member, its officials, employees, agents and volunteers.				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT			

**NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT**

**CONTRACT FOR**

**PHOSPHOROUS REMOVAL CHEMICAL**

**GENERAL INSTRUCTIONS TO BIDDERS**

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**NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT**

**CONTRACT FOR**

**PHOSPHOROUS REMOVAL CHEMICAL**

**GENERAL INSTRUCTIONS TO BIDDERS**

**1. Interpretation of Documents Included in Bid Package**

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

## INSTRUCTIONS

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof.

### 2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

### 3. **Prevailing Wages**

In accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., not less than the prevailing rate of wages for similar work in the locality in which the Work is to be performed shall be paid to all laborers. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract. It is the Bidder's obligation to pay (and require every subcontractor to pay) prevailing wages for each craft or type of work needed to execute the Contract/Proposal in accordance with the Act and to comply with the other requirements of the Act. The prevailing rates of hourly wages are revised from time to time by the Illinois Department of Labor and are available on the Department's official website at: <https://www2.illinois.gov/idol/laws-rules/conmed/pages/rates.aspx>. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to the Contract/Proposal.

### 4. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

## INSTRUCTIONS

### 5. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

### 6. **Preparation of Bidder's Proposal**

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found these General Instructions to Bidders are satisfied. Any Bidder's Proposal that fails to comply with these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

## INSTRUCTIONS

### 7. **Contact With District**

Any attempt to directly contact and influence any District Board of Trustees or staff members associated with this project after receipt of this request for bids, and prior to the final selection decision as evidenced by a fully mutually executed contract with the final selected firm will be grounds for disqualification.

### 8. **Alternate, Multiple Bids/Specifications**

The specifications describe the supplies and/or services which the District feels are necessary to meet the performance requirements of the District. It is not the desire or the intent of the District to eliminate or exclude any company from submitting a bid because of minor deviations, alternates, or changes.

Firms desiring to submit a bid on items which do not comply with these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the specifications section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. **Only one bid per envelope.**

Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The District's written decision of approval or disapproval of a proposed substitution shall be final.

The District shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

### 9. **Bids by Fax**

Bids must be submitted on the original forms provided by the District, completely intact as issued. **Facsimile machine transmitted bids will not be accepted**, nor will the District transmit bid documents to prospective bidders by way of a facsimile machine.

### 10. **Documents**

Any documents submitted as part of this invitation may be subject to production pursuant to the Freedom of Information Act.

### 11. **Signature Requirements**

## INSTRUCTIONS

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

(1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.

(2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.

(3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.

(4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 11A shall apply to all other documents in the Bid Package required to be executed by Bidder.

### 12. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other



## INSTRUCTIONS

required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against the defaulting Bidder.

### 13. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name.

### 14. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder, and is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60-day period, provided that a request in writing, executed by Bidder, and is filed with Owner after said 60-day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

### 15. **Qualification of Bidders**

A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

## INSTRUCTIONS

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

### 16. Disqualification of Bidders

A. More Than One Bidder's Proposal. Except as otherwise provided herein, no more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested.

B. Collusion. If reasonable grounds exist for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

### 17. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

## INSTRUCTIONS

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60-day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

### 18. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

### 19. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign, date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 12 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

## INSTRUCTIONS

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

### 20. **Failure to Close**

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 12 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

**NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT**

**CONTRACT FOR**

**PHOSPHOROUS REMOVAL CHEMICAL**

**BIDDER'S PROPOSAL**

Full Name of Bidder \_\_\_\_\_ ("Bidder")

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

TO: Northern Moraine Wastewater Reclamation District ("Owner")  
Attn: Mohammed Haque, District Manager  
113 Timber Trail  
P. O. Box 240  
Island Lake, IL 60042

**Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. \_\_\_\_\_, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").**

**Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.**

**1. Work Proposal**

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the provision of supplying bulk Phosphorous removal chemical for the removal of Phosphorous in the District's wastewater treatment facility effluent; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary

## PROPOSAL

in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

### 2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

## PROPOSAL

Company Name: \_\_\_\_\_  
Point-of-Contact Name: \_\_\_\_\_  
Point-of-Contact Telephone: \_\_\_\_\_  
Point-of-Contact E-mail: \_\_\_\_\_

### SCHEDULE OF PRICES

#### **Base Bid Price: (May 1, 2026, through April 30, 2027)**

Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.

Phosphorous removal chemical delivered price per gallon \$ \_\_\_\_\_

#### **Optional Second Year: (May 1, 2027, through April 30, 2028)**

Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.

Phosphorous removal chemical delivered price per gallon \$ \_\_\_\_\_

#### **Optional Third Year: (May 1, 2028, through April 30, 2029)**

Price shall include the purchase and delivery of phosphorous removal chemical, including all sur-charges.

Phosphorous removal chemical delivered price per gallon \$ \_\_\_\_\_

List any and all deviations from minimum specifications:  
(Please specify blend differentiation if you are submitting a bid with proposed seasonal blends).

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**3. Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

**4. Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to the General Instructions to Bidders.

**5. Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm, or corporation.

B. Not Barred. Bidder warrants, represents, and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

**6. Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.



## PROPOSAL

### 7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in the Invitation for Bidder's Proposals for the sum of five thousand dollars (\$5,000) ("Bid Security").

### 8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

### 9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in the General Instructions to Bidders.

### 10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness:

\_\_\_\_\_  
Bidder

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

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

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

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

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 11,  
FOR SIGNATURE REQUIREMENTS**

**NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT**

**CONTRACT FOR**

**PHOSPHOROUS REMOVAL CHEMICAL**

**BIDDER'S SWORN ACKNOWLEDGEMENT**

\_\_\_\_\_ ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

**COMPLETE APPLICABLE SECTION ONLY**

**1. Corporation**

Bidder is a corporation that is organized and existing under the laws of the State of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The officers of the corporation are as follows:

<b><u>TITLE</u></b>	<b><u>NAME</u></b>	<b><u>ADDRESS</u></b>
President	_____	_____
Vice President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____

**2. Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of \_\_\_\_\_ pursuant to that certain Partnership Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

## ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

**NAME**

**ADDRESS**

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3. **Individual**

Bidder is an individual whose full name is \_\_\_\_\_, whose residence address is \_\_\_\_\_ and whose business address is \_\_\_\_\_. If operating under a trade or assumed name, said trade or assumed name is as follows: \_\_\_\_\_.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of \_\_\_\_\_ pursuant to that certain Joint Venture Agreement dated as of \_\_\_\_\_, that is qualified to do business in the State of Illinois, and that is operating under the legal name of \_\_\_\_\_.

The signatories to the aforesaid Joint Venture Agreement are as follows:

**NAME (and ENTITY TYPE)**

**ADDRESS**

\_\_\_\_\_( )

\_\_\_\_\_

\_\_\_\_\_( )

\_\_\_\_\_

\_\_\_\_\_( )

\_\_\_\_\_

**[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]**

**ACKNOWLEDGEMENT**

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness:

\_\_\_\_\_  
Bidder

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

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

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

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

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

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

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

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 11,  
FOR SIGNATURE REQUIREMENTS**

**NORTHERN MORaine WASTEWATER RECLAMATION DISTRICT**

**CONTRACT FOR**

**PHOSPHOROUS REMOVAL CHEMICAL**

**BIDDER'S SWORN WORK HISTORY STATEMENT**

\_\_\_\_\_ ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

**IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS**

**JOINT VENTURES MUST SUBMIT SEPARATE  
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE  
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

**1. Nature of Business**

State the nature of Bidder's business: \_\_\_\_\_  
\_\_\_\_\_

**2. Composition of Work**

During the past three years, Bidder's work has consisted of:

___% Federal	___% As Contractor	___% Bidder's Forces
___% Other Public	___% As Subcontractor	___% Subcontractors
___% Private		___% Materials

**3. Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: \_\_\_\_\_ years

## WORK HISTORY STATEMENT

### 4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEAR</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

### 6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	_____	_____	_____
Owner Address	_____	_____	_____
	_____	_____	_____
Reference	_____	_____	_____
Telephone Number	_____	_____	_____
Type of Work	_____	_____	_____
	_____	_____	_____

**WORK HISTORY STATEMENT**

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Attest/Witness: \_\_\_\_\_  
Bidder

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

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

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

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

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

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS  
FOR SIGNATURE REQUIREMENTS**

**NORTHERN MORAIN WASTEWATER RECLAMATION DISTRICT**

**CONTRACT FOR**

**PHOSPHOROUS REMOVAL CHEMICAL**

**NOTICE OF AWARD**

CERTIFIED MAIL/RETURN RECEIPT REQUESTED OR PERSONAL DELIVERY

TO: **[SUCCESSFUL BIDDER]**

**[ADDRESS OF SUCCESSFUL**

**BIDDER]**

(“Contractor”)

FROM: Northern Moraine Wastewater  
Reclamation District  
113 Timber Trail  
P. O. Box 240  
Island Lake, IL 60042

(“Owner”)

On the [ ] day of [MONTH], [20\_], Owner found to be most favorable to the interests of Owner the Bidder's Proposal submitted by Contractor and dated on the [ ] day of [MONTH], [20\_], in which Contractor proposes to contract with Owner, in the form of the Contract included in the Bid Package to perform the following Work: (1) to provide, perform and complete at the Work Site and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the provision of supplying bulk Phosphorous removal chemical for the removal of Phosphorous in the District's wastewater treatment facility effluent; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract.

**OWNER ACCORDINGLY AWARDS CONTRACTOR, EFFECTIVE AS OF THE DATE OF DELIVERY OF THIS NOTICE OF AWARD, THE CONTRACT FOR SAID WORK FOR THE LUMP SUM AND/OR UNIT PRICES, AS THE CASE MAY BE, SET FORTH IN THE BIDDER'S PROPOSAL.**



## NOTICE OF AWARD

A Closing will be held at [\_: \_ .m.] on the [ ] day of [MONTH], [20\_], at the above listed office of Owner at which time the Contract will be executed by Owner provided that all Conditions Precedent to Closing have been satisfied. Contractor must have complied with all Conditions Precedent to Closing set forth in Section 19 of the General Instructions to Bidders included in the Bid Package, on or before the Closing Date.

The failure or refusal to comply with the Conditions Precedent to Closing on or before the Closing Date or to Close on the Closing Date shall result, at Owner's option, in the imposition of liquidated damages and the annulment of this award, or in Owner's exercise of any or all equitable remedies Owner may have, all as more specifically set forth in the General Instructions to Bidders.

DATED this [ ] day of [MONTH], [20\_].

**NORTHERN MORAINÉ WASTEWATER RECLAMATION DISTRICT**

By: /s/ [ISSUING OFFICER]  
District Manager, NMWRD