



3501 Kishwaukee Street  
P.O. Box 7480  
Rockford, IL 61126-7480  
815-387-7400  
815-387-7538 (FAX)

Donald Massier, President  
Elmer Jones, Vice President  
Rick Pollack, Clerk/Treasurer  
Ben Bernsten, Trustee  
John Sweeney, Trustee  
Timothy S. Hanson, District Director

## REQUEST FOR PROPOSALS #18-215

### Collection Service

September 12, 2018

Name of Responding Firm: \_\_\_\_\_

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

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

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

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

**Proposal Due Date and Time:** October 3, 2018, 2:00 P.M.

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

**Bid Deposit/Bid Bond: NO**

**Prevailing Wage: NO**

**Performance Bond: NO**

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

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

**SEND PROPOSALS TO:**

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

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

If the Illinois Department of Human Rights registration number has not been obtained, this number must be provided within 5 business days after the date proposals are due.

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

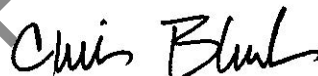
I  
NOTICE  
ROCK RIVER WATER RECLAMATION DISTRICT  
REQUEST FOR PROPOSALS  
**Collection Service**  
**RFP #18-215**

The Rock River Water Reclamation District will receive sealed and signed proposals for **Collection Service**. Proposals shall be submitted to the Rock River Water Reclamation District Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 2:00 p.m. October 3, 2018.

Copies of the RFP for review purposes only are available through the Rock River Water Reclamation District web site [www.rrwr.dst.il.us](http://www.rrwr.dst.il.us). Proposal documents for submittal are available by contacting Melinda Roach at the Rock River Water Reclamation District, 3501 Kishwaukee Street, Rockford, Illinois, 61109 (815) 387-7425. For more information, visit the Rock River Water Reclamation District web site at [www.rrwr.dst.il.us](http://www.rrwr.dst.il.us).

No proposal shall be withdrawn without the consent of the District for 60 days after the scheduled time of receiving the proposals.

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



Chris Black  
Business Manager  
Rock River Water Reclamation District

GENERAL SPECIFICATIONS AND INSTRUCTIONS  
REQUEST FOR PROPOSALS  
**Collection Service**  
**RFP #18-215**

### 2.1 Important Dates

- |                           |                            |
|---------------------------|----------------------------|
| • Proposal Release Date:  | September 12, 2018         |
| • Proposal Due Date:      | October 3, 2018, 2:00 P.M. |
| • Anticipated Award Date: | October 23, 2018           |

### 2.2 Proposal Preparation

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

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

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

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

### 2.3 Proposal Response Format

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

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

1. Proof of required insurance (COI, additional insured endorsements)
2. Fair Employment Practices Affidavit of Compliance
3. 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 Collection Services as described in this RFP. The summary should explain the Proposer's understanding of the District's intent and objectives and how their Proposal would achieve those objectives.

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

Include a complete copy (all pages and content) of this RFP document and Specifications document with all sections completed. A complete, point-by-

point response is required; incomplete documents may be deemed unresponsive and therefore eliminated from consideration.

#### **Section 4 – Exceptions**

It will be assumed that the Proposer accepts all conditions and considerations as outlined within this document unless specifically noted in this Exceptions section, **and** within the Main Body of Response at the section and point where the exception is taken.

#### **Section 5 – Financial Litigation Information**

1. Include an audited financial statement for the most current quarter and last year-end including Balance Sheet, Income Statement, and Statement of Cash Flows for your company (Proposer, not manufacturer of equipment).
2. Include a description of any litigation in which Proposer is currently involved. Indicate any potential conflict of interest with vendors that could affect RRWRD's interests and plans for avoiding the conflict.

Place this information in a separate, single sealed envelope, labeled Section 6 (with your company name) in the original proposal copy. This information will be used to determine overall financial strength and maintained as confidential by RRWRD, to the extent permitted by law.

#### **2.4 Exceptions**

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

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

#### **2.5 Submission of Proposals**

The District **will not** receive proposals in an electronic format or by facsimile. The respondent shall return his proposal, clearly marked as "**Request for Proposal 18-206: Collection Service**". **The District cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label his proposal envelope.**

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

Proposals sent via package delivery service should be addressed to:  
Rock River Water Reclamation District

3501 Kishwaukee Street  
Rockford, IL 61109

If the respondent chooses to hand-deliver his proposal, he shall deposit it with the Main Entrance Receptionist, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

## **2.6 Laws and Regulations**

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

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

All proposers inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number. If the number has not been obtained, it must be provided within 5 business days after the date proposals are due. This number shall be written or typed on the line in the Fair Employment Affidavit of Compliance (included in the documents you receive). The following link may be used to access the website where the number can be obtained:

[http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor\\_On\\_Line\\_Renewal.aspx](http://www.illinois.gov/dhr/PublicContracts/Pages/Vendor_On_Line_Renewal.aspx)

## **2.8 Taxes**

This District is exempt, by law, from paying Federal Excise Tax and Illinois Retailers' Occupational Tax. Therefore, the respondent shall exclude those taxes from his proposal. The District's tax exemption number is E9992-3696-07. The respondent shall include all applicable taxes in his proposal price.

## **2.9 Withdrawal of Proposals**

At any time prior to the scheduled proposal deadline, the respondent may withdraw his proposal. In order to do so, he shall submit a written request to the Business Manager.

## **2.10 Terms**

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

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

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

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

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

### **2.11 Investigation**

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

### **2.12 Addenda**

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

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

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

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

### **2.13 Contract Form**

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

## **2.14 Contract Termination**

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

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

1. request new Collection Service proposals, or
2. designate the next-low respondent to provide Collection Service, provided that said next-low respondent agrees to his original proposal terms.

The District may repeat this option until it obtains an acceptable Collection Service contract.

## **2.15 Deliveries**

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

## **2.16 Incidental Work**

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

## **2.17 Plant, Tools and Equipment**

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

## **2.18 Verification of Data**

The Contractor shall verify all Specifications or other data received from the District and shall notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work resulting there from nor from rectifying such conditions at his own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the District, should such errors or omissions be discovered. The Contractor shall assume all responsibility for the

making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

**2.19 Payment Terms**

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

FOR REVIEW PURPOSES ONLY



III  
DETAILED SPECIFICATIONS  
REQUEST FOR PROPOSALS  
**Collection Service**  
**RFP #18-215**

**3.1 General**

The successful respondent shall provide **Collection Service** in conformity with this Request for Proposals #18-215, the Contract to which the successful respondent and the District eventually agree, and any and all applicable laws, regulations, and customary auditing procedures.

The Rock River Water Reclamation District was organized in 1926 under the Sanitary District's Sewage Disposal Act of 1917 to acquire, develop and manage the sewage disposal system. The District serves Rockford, Loves Park, Machesney Park, New Milford, Cherry Valley, Roscoe, a small part of Rockton, and a number of unincorporated areas within Winnebago County.

**3.2 Selection**

The award of this contract shall be made to the responsible respondent, whose proposal is determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in accordance with the following evaluation criteria:

- Responsiveness of the proposal in clearly stating an understanding of the services being requested.
- Professional capabilities and experience of the firm in providing similar services to other municipalities and/or private businesses.
- Professional qualifications and experience of the individuals who will be performing the work.
- Total proposed percentage of collection to be returned to the Rock River Water Reclamation District.

**3.3 Account Descriptions**

The Rock River Water Reclamation District intends to submit the following types of delinquent accounts to the successful respondent for collection (other types of Rock River Water Reclamation District accounts may be submitted at a later date).

**A. The District's collection procedures include notices, lien filings, show cause hearings, and water shut offs.** All accounts exceeding the scope of District collection procedures may be given to the contractor.

**B.** The types of accounts are all fee-based for various sewer services.

**C. Account information:**

1. Accounts range in value from \$1 – in excess of \$20,000.
2. The District will transfer accounts as they exceed the scope of the District collection procedures.
3. The average delinquent or past due balance is \$141.17 as of August 15, 2018.
4. The total dollar value of accounts available for placement now by category is \$7,000.00.
5. The July 2018 number of accounts available for placement by category is 19, for a total of \$6,380.00.

**3.4 Collection Process**

The Rock River Water Reclamation District mails statements out at approximately 30, 60 and 90 day intervals.

- A.** An account may be turned over to the successful respondent for collection at any time during the District collection process.
- B.** The age of the account is determined from the last payment date or invoice date.
- C.** Account information will be submitted to the successful respondent via computerized customer account report.
- D.** The District must have the ability to have remote access to monitor collection performance.

**3.5 Quality of Services**

The successful respondent must agree to process the accounts in a professional, courteous, business-like manner for a period of approximately 365 days after the date of turnover. All requirements of the Fair Debt Collection Practices Act must be adhered to at all times. At a minimum, collection must include the following:

- A.** Initial invoice mailed out upon receipt of the account.
- B.** Follow-up notice mailed out if no response within thirty (30) days.
- C.** Skip tracing if address unknown.
- D.** Two (2) instances of personal contact if address can be found.
- E.** Placement on credit report.

**3.6 Account activities**

Unless an account is under a written, active payment plan, collection efforts shall be considered exhausted 365 days after the account is turned over to the successful respondent.

- A. Such accounts will be reported by the successful respondent to a credit bureau reporting agency and may be returned to the Rock River Water Reclamation District at the District's request.
- B. The District shall retain the right to cancel or request the return of any account referred to the successful respondent on which payments are not being paid or have not been paid.

### **3.7 Remittance of Payments**

All funds collected by the successful respondent will be remitted to the District at least once a month accompanied by a collection activity report which includes the customer name, account number, type of account, and the amount collected.

- A. The successful respondent shall remit the monies collected on its behalf to the District within thirty calendar days following the end of the month of which the collection is made.
- B. The District in turn will report to the successful respondent on a monthly basis any payments made directly to its offices on any accounts previously turned over to the successful respondent.

### **3.8 Cost of Service**

The District will pay a base commission percentage of collected funds to the successful respondent at the end of each reporting period at the rates agreed upon within the time frames noted in **Section 2.10 A.**

- A. The rates will be based on a percentage of all amounts collected.
- B. The rates will be that proposed by the successful respondent.
- C. Once collection efforts are considered exhausted and an account is returned to the District, any funds collected will not be subject to commission.
- D. The successful respondent shall bill the District on a monthly basis in accordance with the rate schedule as established with the proposal including any negotiations and addenda to the Request for Proposals and/or payment schedule.

### **E. Contract Duration**

The successful proposer shall provide the District with **Collection Service** November 1, 2018 through October 31, 2021. The contract may be renewed for two additional one-year terms if the District and the successful proposer mutually agree in writing.

### **F. Terms of Renewal**

Sixty (60) days in advance of the renewal of this contract the vendor may request a change to the original terms and pricing. A written request detailing the specific reasons

for the change must be submitted to the Business Manager of Rock River Water Reclamation District. The District reserves the right to reject any requested change in the original contract terms or pricing and to re-bid this contract.

### **G. Price Increases Prohibited**

Except for changes to which the District and the successful proposer agree because of revisions the District requires from the scope of the **Collection Service**, the **Collection Service** contract allows for no price increases.

### **3.9 Payments to the Successful Respondent**

The successful respondent shall invoice the District monthly. **Section 2.10** of this Request for Proposals contains the District's general payment requirements.

### **3.10 Questions**

Interested parties may direct questions concerning this Request for Proposals to Chris Black, Business Manager, 815-387-7450. The District will not interpret specifications for individual proposers. If the District determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers.

### **3.11 Insurance**

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

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

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

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

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

The policies shall contain, or be endorsed to afford Contractual Liability coverages for the following provisions in the General Liability and Automobile Liability coverages:

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

officers, officials, employees, volunteers, or agents.

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

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

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

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

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

**C. Suitability of Insurance.** The District shall be the sole judge of whether an insurer's rating is satisfactory. The District's decision shall be final and the District's bidding procedures contain no appeal provision.

**D. Best Ratings.**

1. Alphabetical Rating. For purposes of this Request for Proposals, "insurer" shall mean any surety, insurance carrier, or other organization which proposes to provide an insurance policy or bond for the successful respondent/contractor. No insurer or surety rated lower than "A-," **Excellent**, in the current Best's Key Rating Guide shall be acceptable to the District.

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

a) If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.

b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the District's Business Manager and/or the District's insurance consultant for review.

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

### **3.12 Indemnification Clause**

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

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

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

### **3.13 Force Majeure**

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

IV

PROPOSAL FORM

Request for Proposals

**COLLECTION SERVICE**

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

From: \_\_\_\_\_  
(Individual, Partnership or Corporation)

\_\_\_\_\_  
(Address of Individual, Partnership or Corporation)

Trustees:

I (We) the undersigned hereby propose to furnish **Collection Service** 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 he (they) has (have) examined and is (are) familiar with all the related contract documents and found that they are accurate and complete and are approved by the undersigned.

B. That he (they) has (have) carefully examined the scope of the required service, and that, from his (their) own investigation, has (have) satisfied himself (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 he (they) is (are) not barred from proposing as a result of a bid-rigging or bid-rotating conviction.

D. All goods and services provided in response to this request will be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

E. The firm which I (we) represent complies with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal

Drug Free Work Place Act. If said firm is awarded a contract to provide the District's **Collection Service**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the District and the District's representatives as defined in Section 3.12 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

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

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

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

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



## Questions for Respondents

Respondent shall respond to all of the following statements/questions. Responses may be submitted in an attachment. This attachment is made part of this Request for Proposals and any subsequent Contract that may be entered into as a result of the Request for Proposals. Responses must clearly identify the number of the statement to which the reply refers.

**Note: Failure to provide information as requested could result in rejection of your Proposal from consideration.**

1. Outline the methodology of collections.
2. Indicate the number of employees in the collection business (include titles and job functions).
3. Provide a summary of how your firm handles hardship cases.
4. Describe a typical percent of accounts collected.
5. Describe the number of complaints and how they are normally settled (if any).
6. List any lawsuits pending or completed involving the corporation, partnership, or individuals with more than ten percent (10%) interest.
7. Indicate the total number of years experience your firm has had in providing these services.
8. Indicate the number of years experience your firm has had in providing these services in the state of Illinois.
9. Indicate the location of service facility (if different from the address shown on the previous proposal page).
10. Is the firm capable of obtaining, or does it currently possess, the required bonding and insurance as specified?
11. Respondent shall outline the firm, fixed collection fee for individual account balance levels. This firm, fixed fee structure shall be the only basis for payments for the successful respondent.
12. Does your organization provide remote access for the District to monitor collection performance?
13. Company Representative responsible for the administration of this agreement:

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

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

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

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

14. Please provide the information requested below for three references.

*Reference 1:*

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

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

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Number of years your firm has provided service to this reference: \_\_\_\_\_

Any details regarding the affiliation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Reference 2:*

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

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

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Number of years your firm has provided service to this reference: \_\_\_\_\_

Any details regarding the affiliation: \_\_\_\_\_

\_\_\_\_\_

*Reference 3:*

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

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

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

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

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

Number of years your firm has provided service to this reference: \_\_\_\_\_

Any details regarding the affiliation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. Please complete the following proposed fee schedule. Mark with N/A where item does not apply.

**Account values sent to collection:**

Calendar Year 2015	\$ 195,963.91
2016	\$ 171,225.64
2017	\$ 192,245.52
<b>Average</b>	<b>\$ 186,478.36</b>

	<u>Fee Description</u>	<u>Fee Based on Average Value shown above</u>
<u>% Fee</u>	%	_____
Account transfer collections	_____	_____
IT Conversion cost estimate/yr	_____	_____
Other (Describe)	_____	_____
Other (Describe)	_____	_____
<b>Total</b>		=====
<u>Alternative Flat Fee</u>	_____	_____
<u>Litigation, if applicable</u>	_____	_____
<u>If \$50 or &gt;, send to Credit Bureaus</u>	_____	_____
<u>Transfers accounts to other agencies</u>	_____	_____

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

**Respondent:**

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

\_\_\_\_\_  
Name of Firm

By: \_\_\_\_\_  
Authorized Rep's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Rep's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Rep's Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Facsimile Number

**NOTE: The Rock River Water Reclamation District, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The respondent shall exclude those taxes from his proposal.**

FOR REVIEW PURPOSES ONLY

**“NO PROPOSAL” RESPONSE  
TO**

**REQUEST FOR PROPOSALS**

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

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

Responses can be delivered in person to:

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

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

Rock River Water Reclamation District  
815-387-7538

We have received Request for Proposals #18-215: **Collection Service**, due at 2:00 P.M. on October 3, 2018.

Reason for not submitting proposal: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

FOR REVIEW PURPOSES ONLY

**V**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

PROJECT: COLLECTION SERVICE

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

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

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

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

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

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

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizen status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
4. That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
5. That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Departments Rules and Regulations.
6. That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contacts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 111. Reg. 16484, effective September 23, 2008)"

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

Signature \_\_\_\_\_

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

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

VI  
FORMS OF AFFIDAVIT  
REQUEST FOR PROPOSALS  
COLLECTION SERVICE

City: \_\_\_\_\_ County: \_\_\_\_\_ 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 \_\_\_\_\_

VII  
CONTRACT  
ROCK RIVER WATER RECLAMATION DISTRICT  
ROCKFORD, ILLINOIS

THIS CONTRACT, made and concluded this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ between the Rock River Water Reclamation District, Illinois, also known as "District," and \_\_\_\_\_ his/their executors, administrators, successors or assigns, known as "Contractor":

In consideration of the payments and contracts mentioned in the Proposal attached hereto, to be made and performed by the District, the Contractor agrees with the District at his/their own proper cost and expense to do all the work, furnish all equipment, materials and all labor necessary to complete the work and furnish the merchandise in accordance with the specifications hereinafter described, and the District's requirements.

**1. Scope**

Both parties understand and agree that the Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, and Forms of Affidavit of the **Request for Proposal: Collection Service**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

The Contractor shall provide **Collection Service** for a 36-month period, November 1, 2018 through October 31, 2021. If the District and the successful proposer agree in writing, the contract may be renewed.

**2. Contract Price**

The District shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, in current funds, the prices set forth in the Proposal Form.

The Contractor's proposal price for **Collection Services** shall include, but not be limited to any and all costs of sufficient equipment and labor as required to perform the **Collection Services** as described in this Request for Proposals and shall be the only basis for payment.

The District shall make payments to the Contractor, in accordance with and subject to the provisions of **Section 2.10 A** of this Contract.



### 3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service that meets or exceeds the District's Specifications;
- B. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- C. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- D. Hold the District and its representatives harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Contract. The Contractor shall likewise hold harmless and indemnify the District and its representatives from all:
  1. suits, claims, or actions,
  2. costs, either for defense or for settlements, and
  3. damages to which the District or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
    - a. in the execution of the Contract, or
    - b. from actions the District or its representatives take on the Contractor's behalf, except in cases where such suits, claims, actions, or costs are found to be based on the District's negligence. For purposes of this paragraph, "its representatives" means "the Rock River Water Reclamation District's trustees, employees, agents, assigns, and their heirs."
- E. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:
  1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
  2. document compliance as required,
  3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
  4. prepare and make available all required information and documentation, and
  5. hold harmless and indemnify the District and the District's representatives as defined in Section 3.12 from all:
    - a. Suits, claims, or actions;

- b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
- c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

- F.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
- 1. the illegality of sexual harassment;
  - 2. the definition of sexual harassment under Illinois State law;
  - 3. a description of sexual harassment, utilizing examples;
  - 4. Contractor's internal complaint process including penalties;
  - 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
  - 6. directions on how to contact the Department and the Commission; and
  - 7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in F1 through F7 above.

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

#### **4. Payments to Contractor**

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

#### **5. Subcontracts**

No part of the work herein provided for shall be sublet or subcontracted without the express consent of the District, and in no case shall consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

#### **6. Contractor's Responsibility**

This Contract shall extend to and be binding upon the successors and assigns, and upon the heirs, administrators, executors, and legal representatives of the Contractor.

#### **7. Time**

The contractor agrees to all schedules of services specified in the Request for Proposals.

**8. Seals**

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

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

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

ATTEST:

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

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

Rock River Water Reclamation District  
Winnebago County, Illinois

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

ATTEST: \_\_\_\_\_  
Business Manager

STATE OF ILLINOIS )  
COUNTY OF WINNEBAGO)

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Chris Black, to me personally known, who, being each by me duly sworn did say that they are respectively, the Director and Business Manager of the Rock River Water Reclamation District, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the District, and said Director and Business Manager acknowledge said instrument to be the free act and deed of said District.

(SEAL)

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

FOR REVIEW PURPOSES ONLY