



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
PURCHASING CARD SERVICES
RFP #19-207**

April 15, 2019

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Time and Date: 2:00 P.M., May 6, 2019

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

Bid Deposit/Bid Bond: NO
Prevailing Wage: NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

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

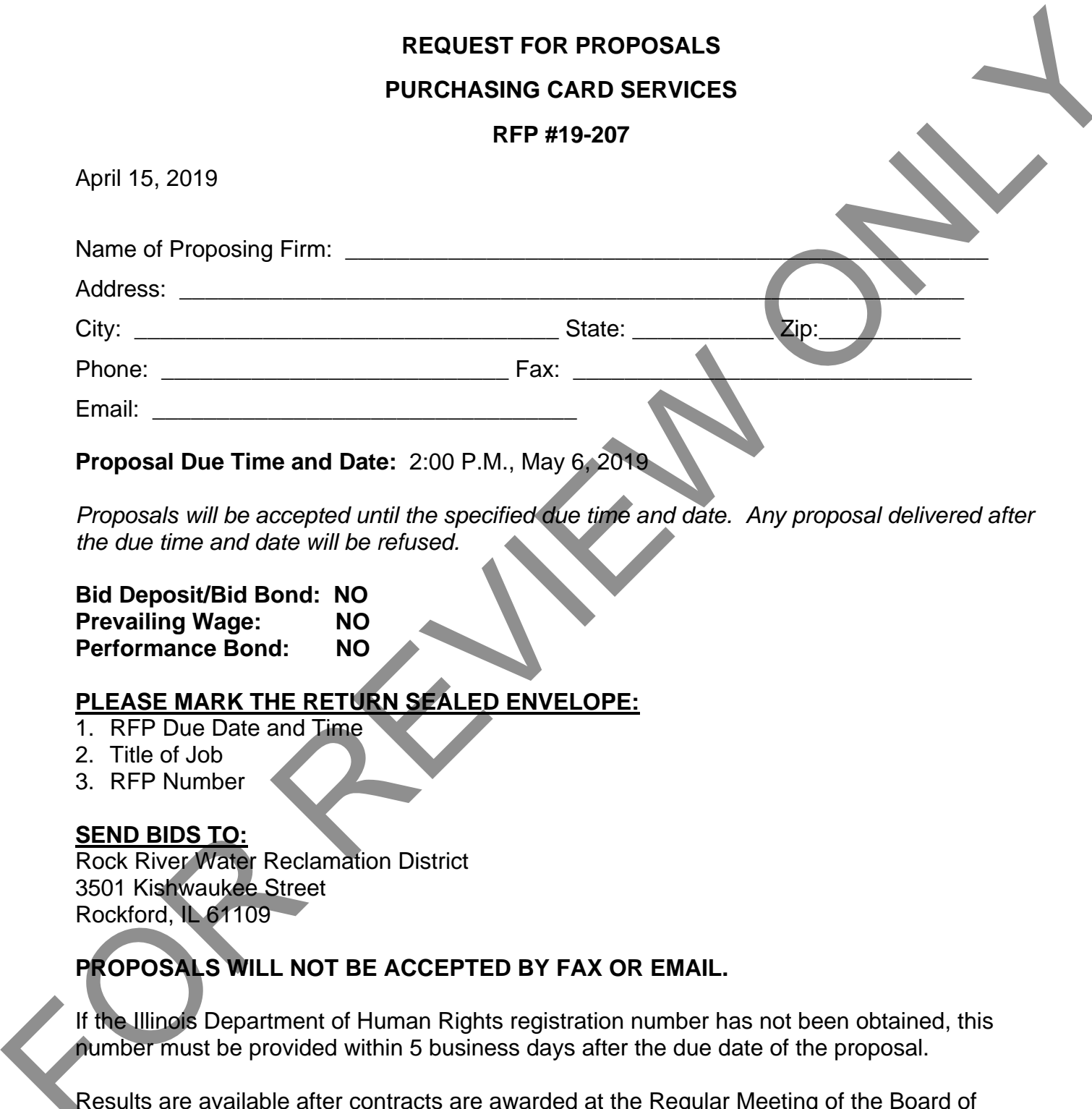
SEND BIDS TO:

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 due date of the 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.rwrdd.dst.il.us



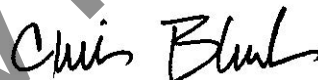
I
NOTICE
ROCK RIVER WATER RECLAMATION DISTRICT
REQUEST FOR PROPOSALS
Purchasing Card Service
RFP #19-207

The Rock River Water Reclamation District will receive sealed and signed proposals for **Purchasing Card 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. May 6, 2019.

Copies of the RFP for review purposes only are available through the Rock River Water Reclamation District web site www.rwrwd.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.rwrwd.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
Purchasing Card Service
RFP #19-207

2.1 Important Dates

- | | |
|---------------------------|----------------|
| • Proposal Release Date: | April 15, 2019 |
| • Proposal Due Date: | May 6, 2019 |
| • Anticipated Award Date: | May 20, 2019 |

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 Purchasing Card Service 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 19-207: Purchasing Card 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

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 Purchasing Card Service proposals, or
2. designate the next-low respondent to provide Purchasing Card Service, provided that said next-low respondent agrees to his original proposal terms.

The District may repeat this option until it obtains an acceptable Purchasing Card 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 ONLY

III
DETAILED SPECIFICATIONS
REQUEST FOR PROPOSALS
Purchasing Card Service
RFP #19-207

3.1 Scope

The purpose of this Request for Proposals is to enter into a contract with a qualified commercial financial institution for the provision of purchasing card services. The District's current program has 35 cardholders, and the total expenditure for calendar year 2018 was approximately \$274,000. In addition to purchasing cards, the District would like to have corporate cards included in the program.

The successful respondent shall provide **Purchasing Card Service** in conformity with this Request for Proposals #19-207, the Contract to which the successful respondent and the District eventually agree, and any and all applicable laws and regulations. This Section contains a detailed description so that qualified proposers may submit formal **Purchasing Card Service** proposals.

3.2 Proposer Information

Proposals shall contain the following information in the sequence listed:

1. Name of firm submitting proposal; main office address; date organized; if a corporation, when and where incorporated; appropriate State and Federal registration numbers; the date until which the information in the RFP is binding; and the names and addresses of the service, fiscal and technical representatives who would handle the District's account.
2. Work Plan – It is the District's goal to begin implementation of the purchasing card program as soon as possible after contract award. Proposers shall present a description and time line of the phases or segments into which the proposed program can be divided and performed. This section should include detailed descriptions of activities, significant milestones and anticipated deliverables.

3.3 Qualifications

A. Statement of Qualifications

Proposers shall provide a description of their qualifications and experience to perform the work described in this RFP. Information about experience should include direct work with the specific subject matter. Include information on key staff who would be working directly with the District.

B. References

Appendix A shall be used to provide three references from current corporate customers, preferably government entities similar in size to the District.

C. Positions Assigned to the Account

List the number and physical location of positions that would be assigned to the District's account and the number of hours each position will spend on implementation and on-going operations throughout the contract.

D. Pricing Data

For purposes of this RFP, proposers may price the services performed for the District. However, the District expects the volume to be significant enough that the proposer will provide all cards, software, and services at no cost to the District. The proposer shall detail any and all costs the District and its vendors may or will incur through the use of this card.

3.4 Requirements

A. Issuance

Contractor shall issue cards upon written approval of the District. Proposers shall indicate the time required to fulfill new card requests and the method of card delivery.

B. Card Acceptance

The contractor's card must be issued by a major commercial credit card company, and shall be widely accepted by a variety of vendors locally and nationally. Please describe the card's general acceptance both locally and nationally.

C. Card Controls and Restrictions

Maximum limitations for all cards shall be set in writing at the start of the contract, with the ability of the program administrator to make changes to the restrictions and controls on individual cards, within the accepted limits. Please describe the controls and spending limits available with the procurement card.

D. Merchant Category Codes

The District would like to have the ability to allow and restrict certain types of purchases using MCCs. Please provide a list of MCCs and MCC groups and how they may be assigned to specified cardholders to allow or prevent purchases.

E. Cash Advances

Proposers shall include security measures to ensure cardholders cannot receive cash advances from any Automatic Teller Machines (ATMs) nor from any financial institution.

F. Changes in Cardholder or District Accounts

The program administrator may request changes to an individual card or all cards. Such changes may include changes to card spending limits, number of transaction limits, purchase restrictions, card name, cardholder billing address or telephone number and card unique identifier number (PIN). Please provide information describing the ability to make these changes through a secure website accessible by the program administrator, and list alternate contact information if the website is ever temporarily unavailable.

G. Customer Support

The contractor shall provide customer support to the program administrators and other cardholders. This support shall include at a minimum:

1. A toll-free customer assistance number and a toll-free telephone number for reporting lost or stolen cards. Proposers shall list the hours they are staffed.
2. The name, title and telephone number of the customer account representative and alternate who would respond to inquiries of the program administrator.
3. The name, title and telephone number of the technical representative and alternate who would respond to inquiries by the program administrator or the District's information technology staff.

H. Disputed Items and Charge Backs

Please describe the reporting, resolution process and timeline if a cardholder has a dispute or issue with a charge.

I. Lost or Stolen Card

Please describe the process for reporting a lost or stolen card. Indicate the time period between receiving the report, and cancellation and mailing of a replacement card.

J. Liability

The District will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen. Proposers shall describe in detail the District's liability under any contract written as a result of this RFP.

K. Card Termination

The purchasing card administrator may need to terminate or cancel a card. Please provide information on this process and indicate the time period between receiving the request and cancellation of the account.

L. Electronic B2B Payment Solutions

The District would like to have the ability to pay vendors using electronic B2B payments. Please describe your B2B payment solutions, and any features that would be beneficial. Please include information on the following:

1. Access to an online portal to view payment status, cancel or void a payment.
2. How the solution will help optimize the District's working capital and procure to pay processes.
3. Customization or integration required to implement the B2B solutions.
4. Timeline for implementation.
5. Recommended steps for making a smooth transition.
6. Consolidation of payment methods and a description of the advantages and disadvantages of each method.

7. For ACH payments, how supplier banking information is validated. Is ACH payment option bank neutral, or is it linked to or dependent on specific financial institutions?
8. Requirements of the supplier to accept payments, and the amount of time for the supplier to be paid.
9. The cost to implement a B2B payment solution.
10. Rebates on volume, and any high-dollar transaction rebate exclusions.

M. Training

Please describe initial and ongoing training provided for program administrators and managers.

N. Implementation

Provide a complete description of your implementation process, including a sample timeline and description of various implementation tasks for both the Proposer and the District.

O. Compatibility with Accounting System

Proposers shall be capable of providing all transaction records in an electronic file format compatible with that used by the District. Proposers shall submit the layout of their data structure so that data can be integrated with the current accounting application. If selected for an interview, proposer shall also submit sample data and the name of their technical contact person.

P. Reports

The contractor shall provide reports that show monthly (or other agreed upon interval) transaction detail by cardholder, and by the District. Reports shall also be capable of showing transactions by vendor. Reports shall enable the District to reconcile all card transactions including charges, credits, disputes, adjustments, and duplicates.

Proposers shall describe their reporting system fully and provide report samples. Proposers shall fully describe the extent of spending analysis detail available in areas such as line items and point of sale transactions (date, amount, descriptions, ship-to information).

Billing Documentation

Billing statements shall be provided at an agreed upon interval to cardholders. A consolidated billing statement shall be provided and cardholders will receive individual monthly statements. The contractor shall provide on-line cardholder statements and reports. The successful proposer must send an itemized invoice at the interval agreed upon which must include the information listed below:

1. Name of the cardholder and account number
2. Name of merchant
3. Date supplies or services purchased

4. Itemized cost for each item/service

Backup documentation for each purchase shall be available upon request from the cardholder or program administrator. Proposers shall identify the time period required to provide backup documentation and method required for request (phone, fax, email).

Q. Transmittal of Billing Information

Although hard copy billing statements are required to be provided, alternative methods of transmitting billing information for payment are highly desirable and will be considered. The contractor will work with the District's information technology and accounting staff to facilitate the use of technology. If an alternate method is agreed upon the file reports should contain, at a minimum, a list of all detailed purchasing card transactions and a record or file of control information (total records transmitted, total dollars in current period card transactions, total dollars in current period credits) so all billing information can be verified as received and processed.

Proposers shall provide the following information regarding transmittal of billing information:

1. Available methods for transmittal of billing information (EDI, or others) and what, if any, payment parameters are associated with each billing format.
2. What user specific information can be attached to each card or account.
3. A description of the proposer's technical support for electronic billing processes. The description should include what business hours tech support is available as well as descriptive information regarding staff, experience, and other important factors.

R. Billing Interval Period

The District is willing to consider alternate billing periods such as monthly, bi-weekly or other. Proposers shall fully describe their billing alternatives including the following:

1. Policies governing the timing of vendor billing relative to the delivery of goods and services.
2. Available billing schedules (monthly, weekly) and time periods for close of billing period, transmittal of billing information and payment requirement.
3. Discounts or rebates such as prompt payment discount or volume discount, if any, available for each billing schedule.

S. Payment

Payment shall be due within an agreed upon number of days after acceptance of all products or services or receipt of a correct invoice for payment, whichever is latest. When payment is by mail, the date of the postmark shall be deemed the date of payment. Proposers should describe alternate payment methods available, how they work, and what discounts, if any, would be available.

T. Late Charges

If late charges will be assessed to the District's account, describe in full detail the rate, how and when the charges would be invoked and how the charges would be billed, including a sample calculation.

U. Incentive Programs

Please provide information on revenue sharing or incentive programs, including the method of payment for any costs and/or incentive programs.

V. Sale of Cardholder Information

The contractor will not sell, rent or otherwise distribute a list of participating cardholders, their addresses, or any other information to any person, firm or other entity for any purpose.

3.5 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.
- References
- Training and customer support.
- Reasonableness of cost proposal.

3.6 Contract Duration

The successful proposer shall provide the District with **Purchasing Card Service** for three years from date of award. The contract may be renewed for two additional one-year terms if the District and the successful proposer mutually agree in writing.

3.7 Price Increases Prohibited

The successful proposer's price shall be firm during the awarded contract period.

3.8 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.

3.9 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.

3.10 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.

1. **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.

3.11 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.

3.12 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

PURCHASING CARD 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 **Purchasing Card 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 **Purchasing Card 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 3.11 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.

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.

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

Costs, if any, to provide Purchasing Card Service; describe each item and provide a dollar amount:

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.

**“NO PROPOSAL” RESPONSE
TO**

REQUEST FOR PROPOSALS

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

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 #19-207: **Purchasing Card Service**, due at 2:00 P.M. on May 6, 2019.

Reason for not submitting proposal: _____

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW ONLY

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: PURCHASING CARD 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 20001 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:

2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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
PURCHASING CARD 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: Purchasing Card 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 **Purchasing Card Service** for a 36-month period. 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 **Purchasing Card Service** shall include, but not be limited to any and all costs of sufficient equipment and labor as required to perform the **Purchasing Card Service** 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 uncopied 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:
- suits, claims, or actions,
 - costs, either for defense or for settlements, and
 - 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:
 - in the execution of the Contract, or
 - 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 3.11 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 F7above.

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

H. In the absence of the District's written permission, the Contractor shall not use the District's name in any form or medium of public advertising.

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

Appendix A - References

Reference #1

1. Organization Name _____
2. Address _____
City _____ State _____ ZIP _____
3. Type of Business _____
4. Contact Person/E-mail _____
5. Telephone _____
6. Secondary Contact/E-mail _____
7. When did this reference become a customer? _____

Reference #2

1. Organization Name _____
2. Address _____
City _____ State _____ ZIP _____
3. Type of Business _____
4. Contact Person/E-mail _____
5. Telephone _____
6. Secondary Contact/E-mail _____
7. When did this reference become a customer? _____

Reference #3

1. Organization Name _____

2. Address _____

City _____ State _____ ZIP _____

3. Type of Business _____

4. Contact Person/E-mail _____

5. Telephone _____

6. Secondary Contact/E-mail _____

7. When did this reference become a customer? _____

FOR REVIEW ONLY