



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 Bernstein, Trustee
John Sweeney, Trustee
Timothy S. Hanson, District Director

REQUEST FOR PROPOSALS
457 DEFERRED COMPENSATION PLAN
RFP #17-210

September 1, 2017

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Date and Time:

Proposals will be accepted until 2:00 P.M., September 22, 2017. Any proposal delivered after the time and date due will be refused.

Bid Deposit/Bid Bond: No

Prevailing Wage: No

Performance Bond: No

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Proposal Due Date and 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.

Interested parties may direct questions concerning this Request for Proposals to Chris Black, Business Manager at 815-387-7450.

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 of bid opening.

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.rrwr.district.il.us

I
NOTICE
ROCK RIVER WATER RECLAMATION DISTRICT
REQUEST FOR PROPOSALS
457 Deferred Compensation Plan
RFP #17-210

The Rock River Water Reclamation District will receive sealed and signed proposals for **457 Deferred Compensation Plan**. Proposals shall be submitted to the Rock River Water Reclamation District Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until September 22, 2017, 2:00 P.M., CST.

Copies of the RFP for review purposes only are available through the Rock River Water Reclamation District web site www.rr wrd.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.rr wrd.dst.il.us.

The Rock River Water Reclamation District reserves the right to reject any or all proposals, or any part thereof, or to accept any or all proposals, or any part thereof, or to waive any formalities in any proposals, deemed in the best interest of the Rock River Water Reclamation District.

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 bidder.



Chris Black
Business Manager
Rock River Water Reclamation District

GENERAL SPECIFICATIONS AND INSTRUCTIONS
REQUEST FOR PROPOSALS
457 Deferred Compensation Plan
RFP #17-210

2.1 Important Dates

Proposals will be accepted until 2:00 P.M., September 22, 2017. Contract award is anticipated to take place on October 23, 2017 at the Regular Meeting of the Board of Trustees.

2.2 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

- **RRWRD** – Rock River Water Reclamation District, Rockford, Illinois.
- **Contract** – An agreement between RRWRD and a successful respondent/contractor to furnish products and services related to this request.
- **Firm** – A company doing business related to this plan’s procurement.
- **Proposer** – The offeror of the response to this request.
- **RFP** – Request for Proposal.
- **Contractor or Prime Contractor** – Successful respondent to this RFP. The lead firm in a successful offer from multiple companies.
- **Respondent** – Offeror of proposal; Proposer
- **Subcontractor** – A company supporting the Prime Contractor in preparing the successful offer and performing specific work functions as part of a contract.

2.3 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.**

2.4 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 17-210: 457 Deferred Compensation Plan.”** **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.

2.5 Illinois Department of Human Rights Registration Number

All bidders inside and outside of Illinois must provide an Illinois Department of Human Rights Registration Number at the time bids 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). **Any bid that does not include this number in the Fair Employment Affidavit of Compliance will be considered non responsive and will not be read.** 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

2.6 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.

2.7 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 licensed to provide 457 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. The summary must discuss Proposer's strategy and methodology for successfully implementing and monitoring the Services, approach to project management; strategies, tools and safeguards for ensuring performance of all required Services; equipment, software and firmware considerations; training and on-going support; and any additional factors for consideration.

Section 3 – Main Body of Response

Include information in this section that corresponds with the information in 3.5 of these specifications including:

1. Organization and History
2. Client Service/Quality Assurance

3. Recordkeeping/Administration
4. Reporting
5. Voice Response System/Internet/Customer Service
6. Participation Services and Education
7. Plan Implementation
8. System Capabilities/Hardware
9. References

2.8 Proposal Evaluation

District staff will evaluate vendor proposal responses on several criteria including:

- the range of investment options and associated fees;
- demonstrated ability to communicate changes in legislation, rules, and regulations that impact the operations of the plan in a timely fashion;
- the quality of educational materials and information provided to employees to assist with investment decisions; and
- ability to provide participants statements and investment results.

2.9 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 Acceptance of Proposals

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

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

2.11 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.

2.12 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.

D. Delivery Hours. Unless otherwise specified, all items shall be delivered to: the 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.

E. 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.

F. 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.

2.13 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.

2.14 Addenda

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

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

In the absence of the prospective respondent's written notice of his 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.

2.15 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.

2.16 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 **457 Deferred Compensation Plan** proposals, or
2. designate the next-low respondent to provide the **457 Deferred Compensation Plan** provided that said next-low respondent agrees to his original proposal terms.

The District may repeat this option until it obtains an acceptable **457 Deferred Compensation Plan** contract.

2.17 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.

2.18 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.

2.19 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.

2.20 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.

2.21 Payment Terms

Invoices must be submitted by the firm in duplicate to: Chris Black, Business Manager, Rock River Water Reclamation District, 3501 Kishwaukee Street, P.O. Box 7480, Rockford, IL 61126-7480. RRWRD will make installment payments on the project cost in the following manner:

District's standard payment terms.

III
DETAILED SPECIFICATIONS
REQUEST FOR PROPOSALS
457 Deferred Compensation Plan
RFP #17-210

3.1 Purpose

The District seeks a qualified Plan Administrator to be responsible for enrollment and contribution investment, including, but not limited to, investment due diligence reporting, plan communications, and administration of its Section 457 Deferred Compensation Plan. The Plan Administrator will be required to administer the plan and the products funding the plans.

3.2 Description

The District currently has 115 employees. The plan participants total is 91; 61 current employees and 30 retirees. As of August 2017, plan assets total \$6.05 million and year-to-date plan contributions are \$434,000.

3.3 Objectives

The Objective is broad-based participation on a basis consistent with the non-discriminatory requirements applicable to 457 plans. The District does not represent or imply that any specific amount of business will be written in the program, but does assure that all Eligible Employees in all income brackets have the opportunity to participate. To achieve the objective of encouraging broad-based participation in the Plan, the focus is on the following:

- A. The Plan Administrator's ability to handle the required record-keeping
- B. The full range of investment options, including specific share classes offered, that the District's Trustees, at their discretion, may choose to make available to plan participants
- C. No fees of any kind billed to participants
- D. Minimization of total cost to participants and the District
- E. Regular reports to participants (no less than quarterly) that provide the performance of the funds selected by the participant as well as other funds available to participants, compared to an applicable market index.
- F. Proactive communication and counseling to employees to encourage their participation in the plan and involvement in managing their assets in the plan.

3.4 Minimum Requirements

Qualified Plan Administrators must, at a minimum, provide the following as part of the Services:

- A. Provide the administrative service and investment products without cost to the RRWRD.
- B. Provide on-going group or individual meetings to enroll, counsel and provide communication material to employees.
- C. Utilize uniform, standardized enrollment and change forms.
- D. Establish a clear outline of internal administrative system requirements and procedures necessary to administer the program for initial enrollment processing, payroll transmittal, on-line capabilities and other services.
- E. Furnish each participant with quarterly statements by mail within twenty (20) days of the end of each quarter. These statements will report the participant's account balance, interest earnings, rate of interest earnings and all financial activity which occurred during the reporting period including date that funds were invested. In addition, each participant should receive performance information on all funds in the

Plan as well as relevant benchmark indices. Indicate whether Proposer provides a paperless option for any participant that elects to receive quarterly statements electronically.

- F. Provide monthly reports to the District's Human Resources Coordinator. Monthly reports must be from the Fund Manager confirming the amount deposited into each participant's fund. In addition, the monthly reports must provide sufficient detail, by participant if applicable, of all earnings, deductions, charges and any adjustment to all participant accounts.
- G. Complete all company/agent agreements necessary to implement the Contract. All agreements shall be subject to all provisions of the laws of the State of Illinois and any applicable Federal IRS requirements.
- H. To have in operation a system which provides employees with account value information access by using a touch tone telephone and a web-based system.
- I. To distribute benefits directly to participants, to comply with the requirements of the Internal Revenue Service, withhold and remit appropriate withholding taxes, and provide a 1099 or such disbursements at the end of calendar year.
- J. The plan must implement, track, report and support a 457 Loan Program in accordance with the regulations issued by the Department of Treasury.

3.5 Information Requested from Firms

A. CANDIDATE'S ORGANIZATION AND HISTORY:

1. Please provide the name(s), title(s), address(es), telephone and fax number(s) of the individual(s) responsible for responding to this request.
2. Provide a brief overview of your company and history of your organization. Please describe any parent/ subsidiary/ affiliate relationships. What is the primary business of the parent company and/or affiliates?
3. How long has your company been licensed to do business? Indicate how many years your company has been active in the defined contribution business as it pertains to Section 457 Deferred Compensation plans.
4. Do you have the appropriate licenses and registrations to do the activities proposed?
6. What is your experience level in providing Section 457 Deferred Compensation bundled services?
7. Please attach a copy of your most recent audited annual financial statement.
8. Indicate the total value of assets under management or for which you provide recordkeeping services.
9. What is the total number of participants in all plans currently being administered by your organization?
10. Has your organization been cited by federal or state regulators in the past five (5) years? If so, provide details. Also provide a summary of government or internal audits which have found compliance failures.

B. CLIENT SERVICE/QUALITY ASSURANCE

1. Please describe the team that would deal directly with the employer during the transition/ implementation and on an on-going basis. Will your organization assign a single point of contact as the relationship manager to oversee all plan level activity?
2. Describe the training program for your administrative staff.

3. Describe the training provided to the employer's benefits staff.
4. Describe your service standards and turn-around time for the completion of the following:
 - Quarterly Participant Statements
 - Confirmation statements
 - Employer Reports
5. Describe your policy on errors and omissions.

C. RECORDKEEPING/ADMINISTRATION

1. Describe in detail how your system processes contributions. Can payroll be processed with each pay date?
2. Describe in detail how your system processes Required and Minimum Distribution under 401(a)(9) and Section 457.
3. Describe in detail how your system processes daily transfers/exchanges (including frequency/limitations). Are confirmations sent?
4. What methods of reallocation (percent and/or dollar) do you handle?
5. Describe in detail how your system handles federal and state tax reporting.
6. What checks and balances do you have in place to assure transactional integrity?
7. Do you prepare tax reporting forms (e.g., IRS Form 1099-R) to recipients of distributions from the plan?
8. Describe your capabilities and time frames for monitoring maximum deferral limits under Section 457(b)(2) and the catch-up provisions under Section 457(b).

D. REPORTING

1. Describe the standard reporting package that you would provide the employer (provide samples.)
2. Describe any Internet reporting capabilities.
3. Describe your standard participation statements and documents (provide samples.)
4. Can you issue Participant statements within 30 days after quarter end?
5. Can your fund transfer confirmation statement illustrate the number of shares liquidated/purchased along with corresponding share prices?

E. VOICE RESPONSE SYSTEM (VRS)/ INTERNET/ CUSTOMER SERVICE CENTER

1. Describe the services available through your voice response system.
2. Describe the services available through your internet site.

F. PARTICIPANT SERVICES AND EDUCATION

1. Briefly describe your background and experience in providing 457 plan communication and education programs.
2. Identify the key elements provided as part of a standard 457 plan communication and education program package, including group workshops, seminars, and consultations.
3. Identify any other elements to a communication and education program you provide.

4. Do you provide personnel resources as part of both the initial and on-going communication and education program?
5. Do you create all of your communication and education material in-house or through third-parties?
6. Does your organization provide any services (e.g., personal questionnaires, software) that would help individual participants with financial planning?
7. Provide samples of initial enrollment and on-going communication and education materials.
8. Describe the employer's role in the communication, education and enrollment materials.

G. PLAN IMPLEMENTATION

1. Explain your plan implementation process, including time frame.
2. What involvement will be required from the employer during the implementation process?
3. Are you able to accommodate transfers of balances from existing Plan providers?

H. REFERENCES

Please provide 3 references of current clients. At least 1 of the 3 should have converted within the last year. Please provide client name, contact name, address, phone number, services provided, and year they became a client.

3.6 Questions

Interested parties may direct questions concerning this Request for Proposals to Chris Black, Business Manager, at 815-387-7450.

3.7 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.

C. 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.

D. 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.

E. Best Ratings.

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

3.8 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.

3.9 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.

FOR REVIEW PURPOSES ONLY

IV
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
REQUEST FOR PROPOSALS
457 Deferred Compensation Plan
RFP #17-210

NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS PROPOSAL. THE ROCK RIVER WATER RECLAMATION DISTRICT CANNOT ACCEPT ANY BID WHICH DOES NOT CONTAIN THIS AFFIDAVIT. ILLINOIS DEPARTMENT OF HUMAN RIGHTS REGISTRATION NUMBER MUST BE PROVIDED WITHIN FIVE (5) DAYS OF PROPOSAL DUE DATE.

_____, 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, 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, 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 contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 I11. 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 _____

FOR REVIEW PURPOSES ONLY

V
FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS
457 Deferred Compensation Plan

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 bid 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 bid; that I duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Signature _____

This Section for Corporation:

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

(representative's signature)

(other corporate officer's signature)

This Section for a Limited Liability Corporation:

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

Signature _____

Notarization (required for all successful bidders):

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

Notary Public _____

County _____

My Commission Expires _____

(Seal)

VI
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 Introduction, General Specifications and Instructions, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance, and Forms of Affidavit of the **Request for Proposals: 457 Deferred Compensation Plan**, all Addenda thereto (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

Unless the Contractor and the District terminate the Contract by their mutual written Contract in conformity with Section 2.16 of the Request for Proposals, the Contractor shall provide the District's **457 Deferred Compensation Plan**, at the proposal price.

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 bid price for **457 Deferred Compensation Plan**, in conformity with all specifications shall be the only basis for payment over the Contract's duration.

The District shall make payments to the Contractor, in accordance with and subject to the provisions of Section 4 of this Contract.

3. Contract Execution

The Contractor shall:

- A. Perform all services in a responsible manner, supplying only service, materials, or equipment that meets or exceeds the District's specifications;
- B. Provide the **457 Deferred Compensation Plan**, in conformity with the specifications;
- C. Sustain all loss or damage arising out of the nature of the work to be done, or from any unforeseen obstruction or difficulty which he may encounter in the prosecution of the work, or from the action of the elements;
- D. Be responsible for all accidents he, his employees, or agents may incur in the contract's execution;
- E. 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:

- 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:
 - 1) in the execution of the Contract, or
 - 2) 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."

F. Comply with all applicable requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), rules and regulations of the US Department of Transportation (DOT), and the Federal Drug Free Work Place Act, and will:

- 1) complete all OSHA, ADA, and DOT required supervisory, employee and customer training,
- 2) document compliance as required,
- 3) ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise and 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 3.8 from all:
 - (a) Suits, claims, or actions;
 - (b) Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - (c) Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

G. Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:

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

Upon request, Contractor will provide the Illinois Department of Human Rights with the information described in G(1) through G(7) above.

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

I. 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 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.

5. Subcontracts

No part of the work herein provided for shall be sublet or subcontracted without the express written 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 specified in the Request for Proposal.

FOR REVIEW PURPOSES ONLY

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 _____, 2017, 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