

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.

3.0 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.

4.0 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 20-212: Benefits Consultant**". **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.

5.0 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.

6.0 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

7.0 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.

8.0 **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.

9.0 **Terms**

9.1 **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.

9.2 **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.

9.3 **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.

9.4 **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.

10.0 **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.

11.0 **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.

12.0 **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:

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

13.0 **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.

14.0 Contract Termination

14.1 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.

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

- request new Benefits Consultant proposals, or
- designate the next-low respondent to provide the Benefits Consultant, provided that said next-low respondent agrees to his original proposal terms.

The District may repeat this option until it obtains an acceptable Benefits Consultant contract.

15.0 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.

16.0 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.

17.0 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.

18.0 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.

19.0 Payment Terms

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

FOR REVIEW PURPOSES ONLY

III
DETAILED SPECIFICATIONS
REQUEST FOR PROPOSALS
Benefits Consultant
RFP #20-212

1.0 Purpose of Request:

The Rock River Water Reclamation District (District) requests proposals from qualified firms to partner with District leadership to develop a comprehensive employee benefits program; including employee benefit design, benefit administration, consulting and brokerage services, and strategic direction. The objective is to assist in a re- design of the benefits package to improve the employee experience with the online delivery of attractive benefits that are sustainable and affordable to both employees and the District.

The District seeks a consultant that is well versed in the benefits market, experienced in advising comparable public agencies and works well with various levels of staff and management. Our goal is to select the firm who will be the most effective and proactive partner in assisting us to achieve the most beneficial access to plan funding designs, insurance carriers and benefits providers to assist the District with the design and development of the annual Request for Proposals, evaluating and identifying high value proposals and comprehensive services for each benefit offered to employees, including but not limited to: Health / medical plan, Prescription Drug plan, Dental plan, Basic Life Insurance with AD&D, Optional Life Insurance, Vision Insurance, Short-term and Long-term disability, Wellness programs, disease management and preventive care options

The District currently offers the following Benefits programs:

- Population: 109 participating employees with 182 dependents participating in a fully insured PPO with Blue Cross Blue Shield. In addition, 15 retirees with 5 dependents are on the plan. Retirees must leave the plan once Medicare eligible.
 - Single premium – Employee cost \$101.52 per month; Bluecross charge \$787.07; total funding factor \$846.10 per month. \$1,250 maximum out of pocket per year.
 - Single plus 1 premium – Employee cost \$190.40 per month; Bluecross charge \$1,180.74; total funding factor \$1,269.30 per month. \$1,250 maximum per person per year.
 - Family premium/deductions – Employee cost \$427.84 per month; Bluecross charge is \$2,211.06; funding factor \$2,376.89 per month. \$1,250 per person out of pocket; maximum 3 individuals.
- COBRA coverage is self-administered
- Health Reimbursement Account to offset high deductible.
 - Tiered program offering up to \$3000 in reimbursement
 - Currently administered by BoonChapman
- Dental is with MetLife
 - Single premiums: Employee Cost \$5.32 per month; MetLife premium \$44.40
 - Single plus 1 premiums: Employee cost is \$12.72 per month; MetLife premium \$84.87
 - Family premiums: Employee cost is \$30.32 per month; MetLife premium \$168.43
- Vision is with MetLife (Employee pays full premium)
 - Single premiums: \$8.67
 - Employee/Spouse \$16.18
 - Employee/Child(ren): \$16.96
 - Family Premiums: \$25.12
- Flexible Spending Healthcare, Healthcare Limited and Dependent Care Accounts are administered by BoonChapman.

- The District provides a \$50,000 basic life & AD&D policy to all full time employees with the option to purchase voluntary additional life and accidental death and dismemberment, short-term disability and long-term disability plans with MetLife
- Voluntary 457 offering through VOYA and AXA Advisors
- Full time employees participate in the IMRF pension system
- Online benefit portal is Benefits Connect
- Employee Assistance Program is a part of our current offering

2.0 **Scope of work:**

The selected consulting firm will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and enhancement of the District's employee insurance benefits. The selected consulting firm shall provide services, including, but not limited to, the following:

2.1 Analysis and Reporting

- Analyze existing coverage, identify, and develop cost-saving alternative benefit strategies and plans. Provide innovative approaches to benefit challenges facing the District and recommendations for benefit plan changes if needed.
- Assist in the development of short and long-range goals and strategies, including making projections of potential savings.
- Provide analysis and recommendations based on utilization and performance reports, statistical and financial reports, and plan specific data.
- Assist the District in being pro-active to monitor and analyze experience trends, provide timely alerts on changing patterns and suggest appropriate recommendations.
- Provide, maintain and update comparison reports of other public and private companies' benefit plan offerings, and costs, to determine their competitiveness with the District's programs.
- Provide financial and performance reviews of self-funded and fully insured plans and programs for consideration of selection.
- Be available to prepare, provide and present various types of reports as needed, such as cost analysis for benefit changes, and other statistical, financial, forecasting, trend, or experience reports, as well as new products and audits, as requested.
- Regularly monitor and evaluate performance measures and guarantees for providers.
- Maintain full and accurate records with respect to all matters and services provided on behalf of the District's benefit plans and programs.
- Provide District staff and officials all spreadsheets, assumptions and calculations upon completion of any project performed on behalf of the District's benefit plans and programs.
- Provide summary of activity on open, ongoing claims as needed.
- Provide quarterly management reports for all benefit products. Monthly reports required on the health insurance plan, as well as periodic meetings to discuss data and strategy.
- Provide a high level of customer service to our organization to include evaluation of claims data, submission of executive reports and reconciliation of accounts.

2.2 Liaison and Problem Intervention

- Act as liaison with (and between) the District, insurance carriers and providers.
- Provide timely customer service and assistance to District staff, and employees, with issues involving provider billing, claims, vendor service issues/problems, advocacy for services, disputes, interpretation of contracts and services, changes and general troubleshooting.
- Attendance, as needed, at meetings with District staff and employees to facilitate and assist in the management of the District's employee benefits plans.

- Act as an advocate or ombudsman in appeal, arbitration or court process between the District and the providers on unresolved issues if needed; provide advice when needed to enforce District, employee, or their dependents' rights.
- Assist the District in proactive mitigation of negative impacts or disruption of services to employees from benefit and provider network changes.
- Represent the District in all negotiations with providers on all issues, including, but not limited to those related to fees, benefit levels, plan design, and special terms and conditions.

2.3 Compliance

- Assist with ongoing plan administration and ensure that District benefit programs comply with State and Federal legislation.
- Provide on-site training to District staff, as needed, regarding regulatory updates and/or Best Practice seminars for the effective administration of benefit plans.
- Review and disseminate information to District staff, on an ongoing basis, regarding new or revised State and Federal legislation that impacts benefit programs.
- Assist District staff with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
- Develop and assist in creating, as needed, various communication materials and tools including, but not limited to, open enrollment annual meetings, new hire orientation, qualifying events and wellness programs.

2.4 Annual Renewal Process and Evaluation

- Provide an annual report (more often when necessary and / or requested) outlining programs and their status, and a preliminary marketing report describing the market conditions for each benefit. This report should outline suggestions and recommendations for various plan options.
- Establish a strategy for benefits, both annually and three (3) to five (5) years in the future to determine goals and impact. Consider trends, prospective legislations, new delivery systems, and forecast of market conditions, expectations of renewals and geographic health-care practices to make both short and long-term projections.
- Review and make cost-saving recommendations regarding the modification of plan design, benefit levels, funding options, communications and quality of current employee benefit plans.
- Recommend appropriate premium rates and reserves / most economical funding methods to maintain the viability of each benefit plan to ensure that quality and cost-effective benefits are provided by the plans. This includes evaluation of both fully insured and self-funded options, for both current plan year and upcoming plan year.
- Determine annual estimates of renewal rates and cost trends and assist District staff in preparation of budget figures.
- Conduct thorough and applicable market research in preparation for contract renewals. Include evaluation of overall insurance programs compared to similar employers (both public and private). Prepare specifications and compile data, obtain quotes and proposals, analyze and compare proposals and negotiate rates.
- Make recommendations, as well as representation for items of negotiation with carriers, including, but not limited to, benefit levels and plan design, premiums / funding options, quality of service, performance measures and guarantees, contractual terms and conditions, quality assurance standards and return on investment, where applicable.
- Review rate proposals to ensure underlying assumptions are appropriate and accurate to the District. Provide communication and support for the annual open enrollment period, new benefit offerings and/or changes to the existing benefits offerings.

- Attendance at and assistance with coordination of the annual Employee Benefits Fair and Open Enrollment meetings.

2.5 Other Service Requirements

- Assist in the development, implementation and ongoing process of an employee wellness program, to improve employee health and reduce employee health-care costs, both in the short and long-term. Recommend and help develop enhancements and improvements for communications specific to the needs of the District's employees, including, but not limited to, brochures, pamphlets, matrices, comparison charts, summaries, electronic communications, forms, employee benefit handbooks, benefit statements, wallet cards with benefit contact information and employee orientation.
- Provide timely research and responses to technical questions posed by District staff.
- Provide regular and timely communications needed for the effective administration of benefit plans. Provide guidance and recommendations on items such as, but not limited to, trends in benefits plans, methods for improving cost containment, financial arrangements and administration.
- Provide access to published benefit-related survey information.
- Develop additional benefits communications specific to the needs of the District's employees.
- Recommend that District staff attend particular consultant sponsored seminars, benefit events and educational forums that would be beneficial to the District.
- Develop and/or assist in developing and evaluating employee needs and satisfaction surveys.
- Complete and provide a service analysis for areas of improvement.
- Work collaboratively with other consultants and District staff.
- Manage plan transitions as necessary.
- Review and evaluate current administrative processes related to enrollment and billing.
- Recommend and assist with implementation of administrative process enhancements. • Assist the District with the implementation and various communication options

3.0 General Conditions

Firm Qualifications. No contract shall be awarded except to responsible firms capable of performing the class of work contemplated.

3.1 Proof of Qualifications. Before being considered for the award of contract, firms may be required to show evidence of the necessary experience, facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner and within the time stipulated. The District shall make the final determination as to the firm's ability to provide the desired services.

3.2 Evaluation of Firms. The District's evaluation team will assess the qualifications of firms based on their proposals. The District also reserves the right to interview representatives of firms and review the quality of Employee Assistance Programs provided to other clients in order to determine award.

3.2.1 Evaluation Team. An evaluation team will be used to evaluate the proposal submitted by each firm. This evaluation team will consist of the following District employees: Director of Management Services; HR Coordinator; Finance Supervisor, and employee representatives.

3.2.2 Evaluation Criteria. The following eight criteria used to assess each firm's proposal. The following criteria will be used to evaluate the proposals:

- Qualification of the firm to provide benefit consulting services based on past experience providing similar services to public sector and private sector clients.
- Demonstration of competence, technical expertise, and experience in employees' benefits, insurance placement, and legal compliance.
- Demonstrated record of responsiveness and quality of customer service on this type and size of account over multiple years.
- Capabilities and the experience of individual team members assigned to the District account will be considered.
- Ability and ongoing support of implementing and complying with measures under The Affordable Care Act and legal updates.
- Awareness and ability to provide timely, accurate communication of emerging trends, opportunities, regulatory updates, and potential risks.
- Responsiveness of proposal to the RFP, including clarity and organization of response, clear presentation of Broker/Consultant's experience, and demonstrated approach to ensuring the needs of the District are fully met.

3.2.3 Basis of Award. Each member of the evaluation team (see 3.2.1) shall independently evaluate each proposal and the results of any other methods used to evaluate the firm's ability (see 3.2) to provide quality services to the District. Once these individual evaluations have been completed, the scores will be averaged and the overall average will be the final score of each proposal. The contract will be recommended for award to the firm with the highest average score.

3.3 Contract Length. The contract shall have three (3) one-year options to renew. Renewals are based upon the mutual consent of both parties. Should either party choose not to renew, notice must be given in writing at least 60 days prior to the expiration of the contract. Thus, the resulting contract can be valid for a total of five (5) years from the date service begins.

3.4 Contacts. The contact for this RFP is Julia Scott-Valdez: JScott-Valdez@rrwr.illinois.gov or 815-387-7580. Email is the preferable method of contact.

4.0 **Specific Requirements**

4.1 Proposal Requirements. The response to this RFP must adhere to the following basic elements and characteristics:

- The program must meet all legal requirements, be nondiscriminatory, and comply with all federal, state, and local requirements.

4.2 Transition to New Services. If the decision that results from this Request for Proposal involves migrating to a new Broker/Consultant, that new provider will be responsible for coordinating, in conjunction with the District and the former Broker/Consultant, the transition process. The transition process may also involve coordinating with former to resolve any ongoing or outstanding issues. In addition to these examples, the new Broker/Consultant would be responsible for other transitional activities as needed.

5.0 **Information to be Submitted**

5.1 Description. The proposal should include a one to two-page description of the firm that includes the scope of services the firm provides, years of experience providing the services described in this RFP, and a description of the firm's capability to provide the desired services.

5.2 Methods and Materials. The proposal should include an outline of the intended process including a timeline and examples of materials to be used in the procedure.

5.3 Staff Qualifications. Please identify and provide vitae for individuals responsible for planning and conducting the study.

5.4 Previous Clients. Please provide the names of five (5) public sector or private sector employers for which the firm has provided similar services within the past 12 to 24 months

5.5 Fees. Please provide a detailed report of fees and commissions associated with the proposed service.

6.0 **Timetable:** The following schedule is set for the RFP broker selection process:

| | |
|-----------------|---|
| May 19, 2020: | RFP distributed to select candidates |
| June 18, 2020: | Responses to RFP due by 5:00 PM CST |
| July 13, 2020: | Reviews and presentations by final slate of candidates if necessary |
| July 20, 2020: | Target Selection Date |
| August 1, 2020: | Target partnership effective date |

7.0 **Insurance:**

7.1 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.

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

- 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.
- 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.

- 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.
 - 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- Best Ratings.
 - 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.
 - Financial Size Rating. Provided an insurer's alphabetical rating is satisfactory, the District will examine said insurer's financial size rating.
 - If Best classifies the insurer XII or larger, said insurer shall be acceptable to the District.
 - 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.

8.0 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.

9.0 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
Benefits Consultant
RFP #20-212

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 **Benefits Consultant** 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 **Benefits Consultant**, 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 III, 8.0 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.

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 #20-212: **Benefits Consultant**, due at 5:00 P.M. on June 18, 2020.

Reason for not submitting proposal: _____

BY: _____

Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW PURPOSES ONLY

V

FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE

PROJECT: BENEFITS CONSULTANT

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 2000I of Chapter 21, Title 42 of the United States Code annotated and Federal Executive Orders #11375 which are incorporated herein by reference;

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

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

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

VI
FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS
RFP #20-212
Benefits Consultant

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: Benefits Consultant**, 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 the **Benefits Consultant** for a period of two (2) years. If the District and the successful proposer agree in writing, the contract shall have three (3), one-year options to renew.

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 the **Benefits Consultant** shall include, but not be limited to any and all costs of sufficient equipment and labor as required to perform **Benefits Consulting** 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 II, 9.1** 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 un-copyrighted 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 III, 8.0 from all:
 - a. Suits, claims, or actions;
 - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
 - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages)
relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.
- F.** Adopt and promulgate written sexual harassment policies that include, at a minimum, the following information:
1. the illegality of sexual harassment;
 2. the definition of sexual harassment under Illinois State law;
 3. a description of sexual harassment, utilizing examples;
 4. Contractor's internal complaint process including penalties;
 5. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission;
 6. directions on how to contact the Department and the Commission; and
 7. protection against retaliation as provided by Section 6-101 of Illinois Human Rights Act.

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

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

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.

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 _____
Executive Director

ATTEST: _____
Director of Management Services

STATE OF ILLINOIS)
COUNTY OF WINNEBAGO)

On this ___ day of _____, 20___, before me, a notary public within and for said County, personally appeared Timothy S. Hanson and Julia Scott-Valdez, to me personally known, who, being each by me duly sworn did say that they are respectively, the Executive Director and Director of Management Services 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 Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said District.

(SEAL)

Notary Public

FOR REVIEW PURPOSES ONLY