

**FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #21-216**

**Audit Services**

Date: November 18, 2021

Name of Proposing Firm: \_\_\_\_\_

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

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

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

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

**Proposal Due Date and Time: 4:00 P.M., December 16, 2021**

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

**Mandatory Pre-Proposal Meeting: No**

**Performance Bond: No**

**Prevailing Wage: No**

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

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

**SEND PROPOSALS TO:**

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

If the proposer chooses to hand-deliver their proposal, it shall be deposited in the Bid Box in the lobby or handed to the Customer Service receptionist of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

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

The Illinois Department of Human Rights registration number must be provided with the proposal on the proposal due date.

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 [fourrivers.illinois.gov](http://fourrivers.illinois.gov)

**SECTION I  
NOTICE**

**REQUEST FOR PROPOSALS #21-216**

**Audit Services**

FOR REVIEW PURPOSES ONLY

I  
**NOTICE**  
**FOUR RIVERS SANITATION AUTHORITY**  
**REQUEST FOR PROPOSALS #21-216**

**Audit Services**

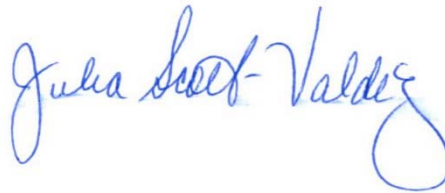
The Four Rivers Sanitation Authority will receive sealed and signed proposals for **Audit Services**. Proposals shall be submitted to the Four Rivers Sanitation Authority Graceffa Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 4:00 p.m. December 16, 2021.

Copies of the RFP for review purposes only are available through the Four Rivers Sanitation Authority website [fourrivers.illinois.gov](http://fourrivers.illinois.gov). Proposal documents for submittal are available by contacting Procurement at [mroach@fourrivers.illinois.gov](mailto:mroach@fourrivers.illinois.gov) or (815) 387-7425. For more information, visit the Four Rivers Sanitation Authority website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov).

Four Rivers Sanitation Authority 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 Four Rivers Sanitation Authority.

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

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



Julia Scott-Valdez  
Director of Management Services  
Four Rivers Sanitation Authority

FOR REVIEW PURPOSES ONLY

**SECTION II  
GENERAL SPECIFICATIONS AND INSTRUCTIONS**

**REQUEST FOR PROPOSALS #21-216**

**Audit Services**

**II**  
**GENERAL SPECIFICATIONS AND INSTRUCTIONS**  
**REQUEST FOR PROPOSALS #21-216**

**Audit Services**

**2.1 Important Dates**

- Proposal Release Date: November 18, 2021
- Proposal Due Date: December 16, 2021
- Anticipated Award Date: January 24, 2022

**2.2 Proposal Preparation**

Where applicable, the respondent shall submit their proposal on the forms the Authority provides in this document. **The respondent shall complete all applicable blanks.** Respondent may submit additional information as they believe necessary on their 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 Authority finds a respondent's entry to be illegible, it may, at its sole discretion, reject the proposal.**

**2.3 Submission of Proposals**

The Authority **will not** receive proposals in an electronic format or by facsimile. The respondent shall return their proposal, clearly marked as **"Request for Proposal #21-216: Audit Services"**. **The Authority cannot ensure that the sealed proposal will not be prematurely opened if the respondent does not properly label their proposal envelope.**

Proposals sent via USPS or other package delivery service should be addressed to:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

If the respondent chooses to hand-deliver their proposal, it shall be deposited in the Bid Box or handed to the Customer Service receptionist in the lobby of the Graceffa Administration Building, 3501 Kishwaukee Street, Rockford, IL 61109, between the hours of 8:00 A.M. and 4:30 P.M.

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

All proposers, regardless of location, must provide an Illinois Department of Human Rights Registration Number with the proposal on the due date. 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:

<https://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>

## **2.5 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 Proposals, unless clearly and specifically noted in the Proposal submitted and confirmed in the contract between FRSA and the Proposer selected.

## **2.6 Proposal Response Format**

Submit four hard copies of the proposal and one copy on a flash drive. Proposal format shall conform to that prescribed below.

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

1. Proof of required insurance (COI, additional insured endorsements)
2. Proposal Form (under separate cover from Technical Proposal)
3. Fair Employment Practices Affidavit of Compliance
4. Forms of Affidavit

### **Section 2 – Main Body of Response (Technical Proposal)**

Include a complete copy (all pages and content) of this RFP document with all sections completed. A complete, point-by-point response is required; incomplete documents may be deemed unresponsive and therefore eliminated from consideration. See Section III, Detailed Specifications, 3.6 Technical Proposal.

## **2.7 Taxes**

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

## **2.8 Withdrawal of Proposals**

At any time prior to the scheduled proposal deadline, the respondent may withdraw their proposal. In order to do so, they shall submit a written request to the Director of Management Services.

## **2.9 Acceptance of Proposals/Form, Preparation, and Presentation of Proposals**

If the proposal contains any omissions, erasures, alterations, additions or items not called

for in the itemized proposal, or contains irregularities of any kind, such may constitute sufficient cause for rejection of proposal. In case of any discrepancy in the unit price or amount proposed for any item in the proposal, the unit price as expressed in figures will govern.

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

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

## **2.10 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 Four Rivers Sanitation Authority 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.

### **Illinois Regulations**

**1. Prevailing Wage.** All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). The undersigned, as Proposer, declares they will comply with prevailing wages in accordance with the Illinois Department of Labor Standards. The State of Illinois requires contractors and subcontractors on public works projects (including Four Rivers Sanitation Authority) to submit certified payroll records on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing false records is a Class B Misdemeanor.

Transcripts of certified payroll shall be filed using the IDOL portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>

**2. Public Act 83-1472.** Article 2 of Public Act 83-1472 provides that Illinois residents be employed on Illinois public works projects, provided there has been a period of excessive unemployment (5%) in the State of Illinois as defined in the Act; and, further, that Illinois workers are available and capable of performing the particular type of work involved.

## **2.11 Terms**

**A. Payments to the Successful Respondent.** If the Authority receives an acceptable invoice for conforming materials prior to the fifth day of the month, the Authority 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 Authority will procure the materials and service described in this Request for Proposals from other sources. The Authority 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 Authority notifies the successful respondent, in writing, of such an occurrence.

**C. Delivery Hours.** Unless otherwise specified, all items shall be delivered to: Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 8:00 A.M. and 3:00 P.M., excluding holidays.

**D. F.O.B. Point and Shipping Charges.** All prices shall be quoted F.O.B. destination, Four Rivers Sanitation Authority, Rockford, Illinois. All shipping, handling and freight charges shall be included in the proposal amount.

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

#### **2.12 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 Authority or the compensation of the respondent.

#### **2.13 Addenda**

If the Authority issues written addenda, such addenda shall become part of the contract documents. The Authority will email the addenda not less than 3 working days prior to the proposal's due date. The addenda will be sent via email to each recipient of the specifications at either the: email address furnished by the proposer or the corrected email address the prospective respondent subsequently furnished.

Any addenda issued will be posted on the Authority website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov).

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

#### **2.14 Contract Form**

No more than 10 business days following the contract award, the successful respondent shall submit a completed Contract Form to the Authority's Director of Management Services. The Contract Form is part of this Request for Proposals. By their mutual agreement, the successful respondent and Authority 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, they shall be in material default.

#### **2.15 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 Authority shall notify them in writing. If the successful respondent fails to correct the performance deficiency to the Authority's satisfaction within five working days after they receive the Authority's notice, they shall be in default. If the same performance deficiency recurs despite the Authority's notification and the successful respondent's temporary correction, the successful respondent shall likewise be in default. The Authority 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. Authority's Action Following Contract Termination.** If the contract is terminated, the Authority may, at its sole option:

1. request new **Audit Services** proposals, or
2. designate the next-low respondent to provide **Audit Services**, provided that said next-low respondent agrees to their original proposal terms.

The Authority may repeat this option until it obtains an acceptable **Audit Services** contract.

### **2.16 Deliveries**

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

### **2.17 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.

### **2.18 Verification of Data**

The Contractor shall verify all Specifications or other data received from the Authority 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 the Contractor's own expense. Contractor will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Authority, should such errors or omissions be discovered. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

### **2.19 "No Proposal" Response Form**

In the event you elect not to submit a proposal for Audit Services, please fill out and return the attached "No Proposal" form.

### **2.20 Payment Terms**

The awarded firm must submit invoices by mail or email to:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

OR

[accountspayable@fourrivers.illinois.gov](mailto:accountspayable@fourrivers.illinois.gov)

FRSA will make payments in the following manner: Authority's standard payment terms.

FOR REVIEW PURPOSES ONLY

**SECTION III  
DETAILED SPECIFICATIONS**

**REQUEST FOR PROPOSALS #21-216**

**Audit Services**

FOR REVIEW PURPOSES ONLY

**III**  
**DETAILED SPECIFICATIONS**  
**REQUEST FOR PROPOSALS #21-216**  
**Audit Services**

**3.1 General**

The successful respondent shall be an independent contractor. They shall provide a firm fixed price for providing **Audit Services** in conformity with this Request for Proposals and with applicable laws, regulations and professional standards. The successful proposer shall supply, at their expense, all necessary labor, transportation, machinery, fuel and materials necessary to perform the specified services.

Four Rivers Sanitation Authority was organized in 1926 under the Sanitary District's Sewage Disposal Act of 1917 to acquire, develop and manage the sewage disposal system. The Authority encompasses an area that includes the entire City of Rockford, City of Loves Park, Village of Machesney Park, Village of New Milford, Village of Cherry Valley, Village of Roscoe, Village of Winnebago, and a number of unincorporated areas within Winnebago County.

Copies of the Authority's Comprehensive Annual Financial Report for fiscal year ended April 30, 2021, which includes an unqualified audit opinion, are available upon request or by visiting our website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov).

The Authority's accounting system is fully automated.

The Authority is a recipient of Illinois EPA loans from the State Revolving Fund.

At times, the Authority is the recipient of federal and state grants.

The Authority participates in the Illinois Municipal Retirement Fund (multi-employer agent). Actuarial service for this plan is provided by an independent actuary.

The entity to be audited consists of an Enterprise Fund, including the following fund types:

- \* Operating Fund (1)
- \* Public Benefit Fund (1)
- \* Special Assessment Fund (1)

The Authority will send its annual comprehensive financial report (ACFR) to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program. In accordance with this program, the auditor shall assure that the Authority's ACFR conforms to the provisions of the program and shall prepare annually the Authority's response to comments made by the award program on the preceding year's report as submitted to the program. All appropriate and reasonable changes that are required by the prior year's comments are to be incorporated into the current year's report.

**3.2 Proposal Evaluation**

**A. Evaluation Committee**

A committee composed of Authority Finance staff shall review all proposals submitted based upon the Evaluation Criteria set forth below.

## **B. Evaluation Criteria**

1. Responsiveness of proposal – Proposals will be screened to ensure responsiveness to the RFP. The Authority may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP.
2. Experience and Past Performance – Ability to provide service demonstrated by past experience with previous clients and firms.
3. Ability to Provide Services – Information on the company's ability to provide the specified services. Items considered include background of the company, responsiveness of proposal approach and resources committed to providing services, and experience of supervisory staff.
4. Cost – The annual cost will be considered for reasonableness in combination with the other criteria.

## **C. Oral Presentation**

Firms submitting responsible proposals may be required to make an oral presentation and respond to questions related to their qualifications and experience. The presentation by the proposing firm may be considered by the evaluation team in determining an award.

### **3.3 Scope**

The successful respondent shall:

- A. Express an opinion of the fair presentation of the Authority's financial position in conformity with accounting principles generally accepted in the United States of America and Governmental Auditing Standards issued by the Comptroller General of the United States and the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*.
- B. Express an unqualified opinion on the combined financial statements of the Authority and the combining, individual, and account group financial statements of all funds. If unable to express an unqualified opinion, the auditor shall state the reasons for qualification or disclaimer of opinion.
- C. Perform certain limited procedures involving required supplementary information as mandated by generally accepted auditing standards and the Governmental Accounting Standards Board.
- D. Provide the Authority with any audit adjustments, including appropriate supporting documentation, and meet with staff, if requested, to discuss these final adjustments.
- E. Following completion of the audit of the fiscal year's financial statements, the auditor shall issue the following reports with fifteen (15) bound copies and one (1) pdf unless otherwise specified:

1. Prepare an Annual Comprehensive Financial Report in conformance with the format set forth by the Governmental Accounting Standards Board for the express purpose of achieving the Government Finance Officers Association *Certificate of Achievement in Financial Reporting Award*. The audit report shall contain each of the auditor's opinions mentioned above. The report shall be delivered to the Authority no later than 135 days after the fiscal year end.
  2. If required, a separate report in accordance with OMB Circular A-133 (Single Audit Act).
  3. Annual Financial Report. The auditor will prepare all financial statements and notes to the financial statements.
  4. Three (3) copies and one (1) PDF of the Illinois Comptroller's Annual Financial Report that the Authority will file with the State of Illinois.
  5. A report on the financial statements, internal control and compliance in accordance with the audit guide and standards for compliance with the Single Audit Act, if necessary.
  6. The Illinois Grant Accountability and Transparency Act YearEnd Financial Report.
- F. In addition to the reports listed above,
1. A letter to management containing appropriate suggestions for improvement of accounting procedures and internal controls for the Authority's consideration. The letter shall communicate to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect the Authority's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. The letter shall contain comments and recommendations for controlling any internal weaknesses discovered and shall be reviewed by the Director of Management Services and the Finance Manager before finalizing.
  2. The audit firm shall be required to make an immediate written report of all irregularities and illegal acts of which they become aware and present such report to the Board. In addition, the audit firm shall inform the Board of each of the following:
    - a. The auditor's responsibility under generally accepted auditing standards
    - b. Significant accounting policies
    - c. Management judgements and accounting estimates
    - d. Significant audit adjustments
    - e. Other information in documents containing audited financial statements
    - f. Disagreements with management
    - g. Management consultation with other accountants
    - h. Major issues discussed with management prior to retention

- i. Difficulties encountered in performing the audit
3. In addition, the audit firm will provide the following services:
- a. Provide, at no additional charge, up to two hours per month of consultation
  - b. Perform other related services as necessary, provided the firm and the Authority have so agreed in writing prior to the rendering of such services.
- G. As mentioned above, the Authority will submit its Annual Comprehensive Financial Report to the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting Award Program. In accordance with the award program, the audit firm shall ensure that the Authority's Annual Report conforms to the provisions of this program. All appropriate and reasonable changes that are required by the prior year's comments are to be incorporated into the current year's report.
- H. The Authority may require auditor advise on accounting, compliance and internal control matters as needed throughout the contract year.

### **3.4 Working Paper Retention and Access to Working Papers**

Working papers and reports must be retained at the auditor's expense for a minimum of five (5) years, unless the firm is notified in writing by the Authority of the need to extend the retention period. The audit firm will be required to make working papers available, upon request, to the Authority and auditors of entities of which the Authority may be a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

### **3.5 Time Requirements**

- A. The Authority will make all records and management personnel available to meet with the firm's personnel after award of the contract. The Authority expects to have fully-adjusted GAAP basis trial balances available no later than the third week of June of each year. The Authority is able to provide an electronic download of the trial balance compatible with most auditing software.
- B. Each of the following shall be completed by the audit firm no later than the date indicated, or as agreed upon by the Authority and the awarded firm.
  - 1. *Audit Planning Meeting* – The audit firm shall attend the audit planning meeting at least thirty (30) days prior to the end of each audit year.
  - 2. *Preliminary or Interim fieldwork and planning* – Preliminary fieldwork and planning shall occur no later than thirty (30) days after the audit year.
  - 3. *Detailed Requested Items List* – The audit firm shall provide the Authority with a list of all schedules to be prepared by the Authority prior to the audit, no later than May 31 of each year.
  - 4. *Fieldwork* – The audit firm shall begin the fieldwork portion of the audit by July 15 and to complete all fieldwork within three (3) weeks of initiation of the audit. The

Authority shall be notified, in advance, of the audit team to be assigned to the Authority's engagement.

5. *Final Reports* – All reports must be delivered to the Authority in final and complete form no later than the second Monday in August of each year. The final review of the Annual Comprehensive Financial Report must be completed by September 15 to ensure the Authority can submit the Annual Report to GFOA no later than October 15.

- C. Failure to deliver all reports by September 15 may result in a 10% reduction of the audit fee and termination of future audit engagements. IF the proposing firm foresees any issues with meeting this schedule, it shall be noted in the proposal and an alternate schedule shall be proposed.

### **3.6 Technical Proposal**

The Technical Proposal shall address all the points outlined in the Request for Proposals. In order for a proposal to be considered, the respondent shall meet the minimum requirements indicated in this section. The technical proposal shall be organized into the following sections:

#### **A. Title Page**

Title page showing the request for proposal subject, the firm's name, address, telephone number of the contact person, and the proposal date.

#### **B. Table of Contents**

Clearly identify the material by section and page number.

#### **C. Transmittal Letter**

Provide a signed letter of transmittal briefly stating the proposers understanding of the work to be done, the commitment to perform the work within the established time period, a statement why the firm believes itself to be the best qualified firm to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days.

#### **D. General Requirements**

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity, of the firms seeking to undertake an independent audit of the Authority in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. However, the presentation will be considered as an example of the type of work typical of that firm. The technical proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the request for proposal's requirements.

The technical proposal shall address all the points outlined in the request for proposal. The proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy requirements of the request for proposal. While additional data may be presented,



the following subjects, item E through J must be included. They represent criteria against which the proposal will be evaluated.

**E. Independence**

The firm shall provide an affirmative statement that it is independent of the Authority as defined by generally accepted auditing standards.

The firm shall also list and describe the firm's professional relationships involving the Authority or any of its agencies, its elected officials and employees for the past five (5) years, together with a statement explaining why such relationships, if any, do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the Authority written notice of any professional relationships entered into during the period of this agreement should it be thought to cause a conflict of interest.

**F. Illinois CPA License to Practice**

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in Illinois.

**G. Firm Qualifications and Experience**

The proposal shall state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.

The firm is also required to submit a copy of the report on its most recent external peer review report, with a statement whether that quality control review included review of specific government engagements. The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

The proposal shall identify and describe any pending or previous litigation the firm was involved in over the past three (3) years which dealt with the quality of audit work or of pricing of auditing services rendered.

**H. Partner, Supervisory and Staff Qualifications and Experience**

The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Illinois. The firm shall also provide information on the government auditing experience of each person, including membership in professional organizations relevant to the performance of this audit.

The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Authority. However, in either case, the Authority retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Authority, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

**I. Similar Engagements with Other Public Entities**

For the firm's office that will be assigned responsibility for the audit, list the five (5) most significant engagements performed in the last three years that are similar to the engagement described in this request for proposals. Please also specifically note those engagements which received the GFOA's Certificate of Achievement for Excellence in Financial Reporting.

Indicate the scope of work, date, and the name and telephone number of the principal client contact. Also indicate how many years your firm has had the government as a client.

**J. Specific Audit Approach**

The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Section III of this request for proposal. Proposers will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement.
2. Level of staff and number of hours to be assigned to each proposal segment of the engagement.
3. The extent to which statistical sampling is to be used in the engagement.
4. Extent of use of software in the engagement.

5. Type and extent of analytical procedures to be used in the engagement.
6. Approach to be taken to gain and document an understanding of the Authority's internal control structure.
7. Approach to be taken in determining laws and regulations that will be subject to audit test work.
8. Approach to be taken in drawing audit samples for purposes of tests of compliance.

### **3.7 Cost Proposal – Under Separate Cover from Technical Proposal**

**Total All-Inclusive Maximum Proposal:** The Cost Proposal shall contain all pricing information relative to performing the audit engagement as described in this Request for Proposals. The total all-inclusive maximum proposal for each audit year 2022 – 2026, is to contain all direct and indirect costs, including all out-of-pocket expenses.

If it should become necessary for the Authority to request that the auditor render any additional services to either supplement the services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Authority and the firm. Any such additional work agreed to between the Authority and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the proposed cost. Work performed outside the scope of services outlined in this request for proposals is to be performed only at the written request of the Authority.

If the Authority's work papers are selected for review by any state or federal agency, the cost of that review shall be included in the Cost Proposal.

### **3.8 Contract Duration.**

- A. The successful respondent shall provide the Authority's **Audit Services** for five fiscal years, beginning in fiscal year 2022 and ending in fiscal year 2026. All fiscal years begin on May 1 and end the following April 30. If the Authority and the successful proposer agree in writing, the contract may be extended by a total of two (2) one-year contract extensions.
- B. **Terms of Renewal:** Sixty (60) days in advance of the renewal of this contract the vendor may request a change to the original terms and pricing. A written request detailing the specific reasons for the change must be submitted to the Director of Management Services of Four Rivers Sanitation Authority. The Authority reserves the right to reject any requested change in the original contract terms or pricing and to reissue the RFP.
- C. **Price Increases Prohibited.** The successful respondent shall not raise fees over the entire duration of the contract.

### 3.9 Payments to Successful Proposer

The successful proposer shall invoice the Authority monthly. The Authority will deny invoices for any costs not included in the successful proposer's original proposal, unless the successful proposer attaches Authority management's written pre-authorization for additional payment. Section 2.12 of this Request for Proposal contains the Authority's general payment requirements.

### 3.10 Questions

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Lisa Mittel, Finance Manager, at 815-387-7487 or LMittel@fourrivers.illinois.gov. The Authority will not interpret specifications for individual proposers. If the Authority determines that the specifications need to be clarified or revised, it will issue an addendum to all prospective proposers.

### 3.11 Insurance

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

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

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

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

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

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

1. The Authority, 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 Authority, its officers, officials, employees, volunteers, or agents.

2. The successful respondent's/contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Authority, 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 Authority, 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 Authority'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 Four Rivers Sanitation Authority 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 Authority 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 Authority determines the successful respondent's/contractor's insurance or documentation does not conform to the specifications, the Authority 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 Authority's notice, it shall be in default.

**D. Suitability of Insurance.** The Authority shall be the sole judge of whether an insurer's rating is satisfactory. The Authority's decision shall be final and the Authority's request for proposal procedures contain no appeal provision.

**E. Best Ratings.**

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

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

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

b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer shall be submitted to the Authority's Director of Management Services and/or the Authority's insurance consultant for review.

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

### **3.12 Indemnification Clause**

Successful respondent/contractor shall protect, indemnify, hold and save harmless and defend the Authority, 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 Authority, 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 Authority 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 Authority.

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 Authority, its employees, or agents shall be deemed a waiver by the Authority of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverage in the Contract.

### **3.13 Force Majeure**

The obligations of either the Authority 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 Authority 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.

**SECTION IV  
PROPOSAL FORM**

**REQUEST FOR PROPOSALS #21-216**

**Audit Services**

FOR REVIEW PURPOSES ONLY

IV  
**PROPOSAL FORM**  
**REQUEST FOR PROPOSALS #21-216**  
**Audit Services**

To: BOARD OF TRUSTEES  
FOUR RIVERS  
SANITATION AUTHORITY  
3501 KISHWAUKEE ST  
ROCKFORD, IL 61109

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

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

Trustees:

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

B. That they have carefully examined the scope of the required service, and that, from their own investigation, have satisfied 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 they 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 Authority's **Audit Services**, 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 Authority and the Authority's representatives as defined in Section 3.12 from all:
  - a. Suits, claims, or actions;
  - b. Costs, either for defense (including but not limited to reasonable attorney's fees and expert witness fees) or for settlements, and;
  - c. Damages of any kind (including but not limited to fines, actual, punitive, and compensatory damages) relating in any way to or arising out of the ADA or the OSHA, to which said firm is exposed or which it incurs in the execution of the contract.

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

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

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

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

The selected proposer shall enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract shall be executed by the Contractor/Vendor and returned, together with the Insurance Documents and Performance Bond (if applicable) within ten (10) calendar days after it has been mailed to the Contractor. Two copies of the contract shall be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section VII for a sample copy of the agreement.

**PROPOSAL PRICES FOR Audit Services  
AS SPECIFIED IN THIS REQUEST FOR PROPOSALS**

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

(Express all numerical quotations in figures)

	Services to be Provided Fiscal Year					Total for all 5 Years
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	
A. Annual Audit for All Funds	\$	\$	\$	\$	\$	\$
B. A 133 audit, if applicable	\$	\$	\$	\$	\$	\$
<b>Total Bid for Auditing Services (Sum of A &amp; B above)</b>	\$	\$	\$	\$	\$	\$
State or federal agency review	\$	\$	\$	\$	\$	\$

	Additional Services Schedule of Professional Fees Fiscal Year				
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Partner	\$/hr.	\$/hr.	\$/hr.	\$/hr.	\$/hr.
Manager	\$/hr.	\$/hr.	\$/hr.	\$/hr.	\$/hr.
Supervisor	\$/hr.	\$/hr.	\$/hr.	\$/hr.	\$/hr.
Staff	\$/hr.	\$/hr.	\$/hr.	\$/hr.	\$/hr.

\*All quotations shall be the total amount of the proposer's charge, inclusive of labor, and of materials, supplies, and tools and any and all other expenses necessary to provide Audit Services in complete conformity with any and all provisions of this document.

The undersigned acknowledges that Addendum numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ were received, and understands that all Addenda are considered part of the Contract.

By signing this proposal, I/we, the proposers, agree to the terms of the proposal, proposal requirements, addenda, and contract.

DATE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_  
(print name of firm)

BY: \_\_\_\_\_  
(authorized rep's signature)

**PROPOSAL PRICES FOR Audit Services  
AS SPECIFIED IN THIS REQUEST FOR PROPOSALS CONT'D**

(print street address)	(print rep's name)
(print city, state, zip)	(print rep's title)
(area code and phone number)	(email address)

**Note:** The Four Rivers Sanitation Authority, a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers' Occupational Tax. The proposer shall exclude those taxes from their proposal.

FOR REVIEW PURPOSES ONLY

**“NO PROPOSAL” RESPONSE**

**TO**

**REQUEST FOR PROPOSALS for Audit Services**

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:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

Responses can be delivered in person to:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

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

Four Rivers Sanitation Authority  
815-387-7538

We have received Request for Proposals #21-216: **Audit Services**, due at **4:00 P.M.** on **December 16, 2021.**

Reason for not submitting proposal:

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

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

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

FOR REVIEW PURPOSES ONLY

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

**REQUEST FOR PROPOSALS #21-216**

**Audit Services**

FOR REVIEW PURPOSES ONLY

**V**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**  
**REQUEST FOR PROPOSALS #21-216**  
**AUDIT SERVICES**

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

PROJECT: **Audit Services**

NOTE: THE PROPOSER MUST EXECUTE THIS AFFIDAVIT AND SUBMIT IT WITH ITS SIGNED PROPOSAL. THE FOUR RIVERS SANITATION AUTHORITY CANNOT ACCEPT ANY PROPOSAL WHICH DOES NOT CONTAIN THIS AFFIDAVIT

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

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

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

**SECTION VI  
FORMS OF AFFIDAVIT  
REQUEST FOR PROPOSALS #21-216  
Audit Services**

FOR REVIEW PURPOSES ONLY

VI  
FORMS OF AFFIDAVIT  
REQUEST FOR PROPOSALS #21-216  
Audit Services

**Failure to complete this form will result in disqualification of Vendor's bid or proposal.**

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



**SECTION VII  
CONTRACT SAMPLE  
REQUEST FOR PROPOSALS #21-216  
Audit Services**

FOR REVIEW PURPOSES ONLY

**VII  
CONTRACT  
FOUR RIVERS SANITATION AUTHORITY  
ROCKFORD, ILLINOIS**

THIS CONTRACT, made and concluded this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Four Rivers Sanitation Authority, Rockford, Illinois, also known as "Authority," and \_\_\_\_\_, 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 Authority, the Contractor agrees with the Authority at 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 Authority'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: Audit Services**, 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 render services in a professional manner, in conformity with all scheduling requirements stipulated in the specifications. Unless the contract is terminated under the provisions contained in this document, the **Auditing Services** contract shall begin on May 1, 2022 and end with the audit of the fiscal year ending April 30, 2026. The Authority and the successful respondent may extend the contract beyond the expiration date for a total of two (2) one-year contract extensions, under terms and conditions to which they may mutually agree, in writing.

**2. Contract Price**

The Authority shall pay to the Contractor, and the Contractor shall accept, in full payment for the performance of this Contract, subject to any additions or deductions provided for hereby, in current funds, the total contract price of:

\_\_\_\_\_ (\$\_\_\_\_\_).

The Contractor fully understands and agrees that their proposal price will be the only basis for payment for the contract's duration, and that in the absence of changes to which the Authority and Contractor agree because of revisions to the scope of the **Audit Services**, this contract allows for no price increases.

The Authority 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 that meets or exceeds the Authority'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 contractor may encounter in the prosecution of the work, or from the action of the elements;
- C. Be responsible for all accidents their employees, or agents may incur in the contract's execution;
- D. Hold the Authority 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 Authority and its representatives from all:
  1. suits, claims, or actions,
  2. costs, either for defense or for settlements, and
  3. damages to which the Authority or its representatives might be exposed by reason of an injury or alleged injury, to the person or property of another:
    - a. in the execution of the Contract, or
    - b. from actions the Authority 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 Authority's negligence. For purposes of this paragraph, "its representatives" means "the Four Rivers Sanitation Authority'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 Authority and the Authority's representatives as defined in Section 3.12 from all:
    - a. Suits, claims, or actions;

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

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

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

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

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

If the Authority receives an acceptable invoice for conforming service prior to the fifth day of the month, the Authority 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 Authority, 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. Counterparts**

This Agreement may be executed and recorded in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. The Parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "pdf" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been

delivered. Each of the parties (a) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

**8. Time**

The Contractor agrees to all schedules specified in this request for proposals. The Contractor agrees that they shall perform all Audit Services between 8:00 A.M. and 4:30 P.M. each day the Authority's offices are open for business, unless prior approval to alter hours has been obtained from the Authority.

FOR REVIEW PURPOSES ONLY

**9. 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: \_\_\_\_\_

Four Rivers Sanitation Authority  
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 Four Rivers Sanitation Authority, named in the foregoing instrument, and that said instrument was signed and sealed in behalf of the Authority, and said Executive Director and Director of Management Services acknowledge said instrument to be the free act and deed of said Authority.

(SEAL)

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

FOR REVIEW PURPOSES ONLY