

**FOUR RIVERS SANITATION AUTHORITY  
REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

Date: January 3, 2023

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

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

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

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

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

**Proposal Due Date and Time: 4:00 p.m., January 24, 2023**

*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: Y**

**Performance Bond: Y**

**Prevailing Wage: N**

**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 must be deposited in the Bid Box in the main 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 4:00 P.M., Monday through Friday, except for holidays.

**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 #23-202  
SECURITY SERVICE**

FOR REVIEW PURPOSES ONLY

I  
**NOTICE**  
**FOUR RIVERS SANITATION AUTHORITY**  
**REQUEST FOR PROPOSALS #23-202**  
**SECURITY SERVICE**

The Four Rivers Sanitation Authority will receive sealed and signed proposals for **Security Service**. Proposals must be submitted to the Four Rivers Sanitation Authority Graceffa Administration offices located at 3501 Kishwaukee Street, Rockford, Illinois 61109 until 4:00 p.m., January 24, 2023.

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 email request at [purchasing@fourrivers.illinois.gov](mailto:purchasing@fourrivers.illinois.gov) or by calling (815) 387-7425. For more information, visit the Four Rivers Sanitation Authority website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov).

The Authority will conduct a **MANDATORY** pre-proposal meeting at 1:00 P.M. on January 12, 2023. The meeting will take place in the Board room of the Graceffa Administration Building at 3501 Kishwaukee St., Rockford, IL 61109.

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.

The successful respondent will be required to provide a performance bond annually. No proposal is to be withdrawn without the consent of the Authority for sixty (60) days after the closing 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

**SECTION II**  
**GENERAL SPECIFICATIONS AND INSTRUCTIONS**

**REQUEST FOR PROPOSALS #23-202**  
**SECURITY SERVICE**

II  
**GENERAL SPECIFICATIONS AND INSTRUCTIONS  
REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

**2.1 Important Dates**

- Proposal Release Date: January 3, 2023
- Mandatory Pre-Proposal Meeting: 1:00 P.M., January 12, 2023
- Proposal Due Date: 4:00 P.M., January 24, 2023
- Anticipated Award Date: February 27, 2023

**2.2 Proposal Preparation**

Where applicable, the respondent must submit their proposal on the forms the Authority provides in this document. **The respondent must 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 or contradictions between sections, Section III - Detailed Specifications supersede Section II - General Specifications, which 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. The 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 must 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 must 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, by e-mail or internet or by facsimile. The respondent must return their proposal, clearly marked as **"Request for Proposal #23-202: Security Service. 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 must 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., Monday through Friday, except for holidays.

The Authority cannot represent or guarantee that any information submitted in response to the Request for Proposals will be confidential. If the Authority receives a request for any document submitted in response to the Request for Proposals, the Authority's sole responsibility will be to notify respondent of a request for such document to allow the respondent to seek protection from disclosure in a court of competent jurisdiction. No documentation will be provided under FOIA until the contract has been awarded.

#### **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 must 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://dhr.illinois.gov/public-contracts.html>

#### **2.5 Performance Bond**

The successful proposer must provide a Performance Bond acceptable to the Four Rivers Sanitation Authority. The performance bond must be for either 100% of the annual contract price or for the successful respondent's unit price times the estimated number of units, as applicable. The performance bond must be submitted annually on or before its expiration date, and within 10 business days of the award anniversary date for the entire length of the Contract period.

This Request for Proposals contains a Performance Bond form and Payment of Vendor Bond for the successful proposer's use.

If the successful proposer fails to provide acceptable bonds within the specified time, they are in default.

#### **2.6 Exceptions**

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

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

#### **2.7 Proposal Response Format**

Submit three (3) hard copies of the proposal and one copy on a flash drive. Proposal format should conform to that prescribed below:

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

1. Proof of required insurance (COI, additional insured endorsements)
2. Qualification Form
3. Proposal Form

4. Fair Employment Practices Affidavit of Compliance
5. Forms of Affidavit

### **Section 2 – Executive Summary/Overview**

Executive Summary – An executive summary detailing the Proposer's competence, qualifications, past experience, and number of years providing **Security Service** as described in this RFP. The summary should explain the Proposer's understanding of the Authority's intent and objectives and how their Proposal would achieve those objectives.

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

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

### **Section 4 – Exceptions**

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

#### **2.8 Taxes**

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

#### **2.9 Withdrawal of Proposals**

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

#### **2.10 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 is final, and the Authority's procurement procedures contain no appeal provision.

## 2.11 Laws and Regulations

The respondent who is awarded the contract must 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.

### A. Illinois Regulations

1. In accordance with Illinois Public Act 102-0265, the Four Rivers Sanitation Authority is required to make a good faith effort to collect and publish certain demographic information provided by vendors and subcontractors doing business with the Authority. The Act requires FRSA to report whether a vendor or subcontractor is a minority, women, or veteran-owned business as defined by Illinois Law. In addition, the Authority is required to disclose if the business is certified as a small business under federal Small Business Administration standards. The successful proposer will be required to provide this information upon contract award.
2. **Prevailing Wage.** All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (Public Act 100-1177 and 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 must be filed using the IDOL portal at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-act.aspx>

The Bidder is responsible for verifying current information at the State's website.

3. Public Act 83-1030 (30 ILCS 565) entitled "Steel Products Procurement Act" requires that steel products used or supplied in performance of this contract or subcontract must be manufactured or produced in the United States with three exceptions.

The provisions of this Section do not apply:

- a. Where the contract involves an expenditure of less than \$500.
- b. Where the executive head of the public agency certifies in writing that
  - i. the specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
  - ii. obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%.
- c. When its application is not in the public interest.

4. Public Act 96-929 (30 ILCS 570) 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 work involved.
5. Public Act 101-0221 requires that any party to a contract adopt and promulgate written sexual harassment policies that include, as a minimum, the following information:
  - a. the illegality of sexual harassment
  - b. the definition of sexual harassment under Illinois State law
  - c. a description of sexual harassment, utilizing examples
  - d. my (our) organization's internal complaint process including penalties
  - e. the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission
  - f. directions on how to contact the Department and the Commission
  - g. protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act

Upon request, this information must be provided to the Illinois Department of Human Rights and AUTHORITY.

6. With regard to nondiscrimination in employment, the Contractor for this project will be required to comply with the Illinois Fair Employment Practices Commission's Rules and Regulations.
7. The Contractor for this project must comply with the Occupational Safety and Health Act.
8. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
9. Americans with Disabilities Act - The Contractor for this project will comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA). The Contractor will hold harmless and indemnify Four Rivers Sanitation Authority (AUTHORITY) and their representatives 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 settlement
  - c) damages of any kind (including but not limited to actual, punitive, and compensatory damages)relating in any way to or arising out of the ADA, to which said firm is exposed or which it incurs in the execution of the contract.

## 2.12 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 will 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 to hold the defaulting successful respondent responsible for any excess cost incurred. The defaulting successful respondent must make such payment no more than sixty (60) calendar days after the Authority notifies the successful respondent, in writing, of such an occurrence.

**C. Delivery Hours.** Unless otherwise specified, all items must be delivered to: Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, Monday through Friday, between the hours of 7:30 A.M. and 3:00 P.M., excluding holidays.

In the unlikely event that the Authority is picketed by its employees or by a third party, or if any labor-management dispute between the Authority and its employees or third parties becomes known to the successful bidder, then in such event and during the course of any such picketing or labor-management dispute, the successful bidder must continue to carry out the terms and conditions of this contract as if such pickets were not present or such labor-management dispute did not exist.

**D. F.O.B. Point and Shipping Charges.** All prices must be quoted F.O.B. destination, Four Rivers Sanitation Authority, 3333 Kishwaukee St., Rockford, Illinois, 61109. All shipping, handling and freight charges must be included in the proposal amount.

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

### **2.13 Investigation**

It is 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.

### **2.14 Addenda and Interpretation**

No interpretation of the meaning of the Plans, Specifications, or other Contract Documents will be made to any proposer orally. Every request for such interpretation must be in writing addressed to the Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, Illinois. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. To be given consideration, such request must be received at least five (5) days prior to the proposal due date. If the Authority issues written addenda, such addenda become part of the contract documents. Not less than three (3) business days prior to the proposal due date, the Authority will post the addenda, if any, on its website at [fourrivers.illinois.gov](http://fourrivers.illinois.gov), and distribute the addenda via email to each recipient of the specifications, at either the:

- Email address to which the Authority emailed the original RFP document; or
- Corrected email address prospective proposer furnished

A proposer that does not receive the Authority's addenda, and who has previously

submitted a proposal, is not relieved from any obligation in the proposal they submitted.

### **2.15 Contract Form**

No more than ten (10) business days following the contract award, the successful respondent must 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 are in material default.

### **2.16 Contract Termination**

**A. Respondent's Unacceptable Performance.** If the successful respondent fails to provide materials and service in conformity with this Request for Proposals, the Authority will notify them in writing. If the successful respondent fails to correct the performance deficiency to the Authority's satisfaction within five (5) working days after they receive the Authority's notice, they are in default. If the same performance deficiency recurs despite the Authority's notification and the successful respondent's temporary correction, the successful respondent is 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 **Security Service** proposals, or
2. designate the next-low respondent to provide **Security Service**, provided that said next-low respondent agrees to their original proposal terms.

The Authority may repeat this option until it obtains an acceptable **Security Service** contract.

### **2.17 Deliveries**

The successful respondent must ship all material as follows: F.O.B. Four Rivers Sanitation Authority, 3333 Kishwaukee Street, Rockford, Illinois, 61109, freight paid by seller. All deliveries must conform to the requirements stated in this Request for Proposals.

### **2.18 Incidental Work**

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

### **2.19 Plant, Tools and Equipment**

The Contractor must 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 must be used. The Contractor is solely responsible for the adequacy of their plant and equipment.

### **2.20 Verification of Data**

The Contractor must verify all Specifications or other data received from the Authority and must notify it of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies does 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 must assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

### **2.21 Payment Terms**

The awarded firm must submit invoices by mail to:

Four Rivers Sanitation Authority, 3501 Kishwaukee Street, Rockford, IL 61109 or by email to: [accountspayable@fourrivers.illinois.gov](mailto:accountspayable@fourrivers.illinois.gov). FRSA will make payments in the following manner: Authority's payment terms in Section 2.12.

FOR REVIEW PURPOSES ONLY

**SECTION III  
DETAILED SPECIFICATIONS**

**REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

FOR REVIEW PURPOSES ONLY

**III**  
**DETAILED SPECIFICATIONS**  
**REQUEST FOR PROPOSALS #23-202**  
**SECURITY SERVICE**

**3.1 General**

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

**3.2 Pre-Proposal Conference**

The Authority will conduct a **MANDATORY** pre-proposal meeting at 1:00 P.M. on January 12, 2023.

**3.3 Proposal Evaluation**

**A. Evaluation Committee**

A committee composed of Authority staff will 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 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.

**3.4 Scope**

Unless otherwise required by the Authority in writing, the successful proposer shall furnish one uniformed guard, 24 hours per day, seven days per week, at the Authority's 3333 Kishwaukee Street guard station. The guard station is equipped with such conveniences as telephone, heat, indoor plumbing, desk, and electrical outlets. A transportation scale is installed in the roadway adjacent to the guard station. The guard shall record vehicle weights on this scale, in conformity with Authority procedures.

In the event of guard absence, the proposer shall provide a back-up plan in writing that's acceptable to the Authority that will ensure 24-hour employee coverage.

The Successful proposer shall furnish the Authority a 24-hour contact name and number to be used in the event of no-shows, guard performance issues, or any health and safety related issues that may arise.

At its sole option, the Authority may request the contractor to provide the services of additional licensed guards and armed guards. This document's proposal form includes an entry for the proposer's hourly fee for such a service. In the absence of the Authority's written permission, guards shall not be armed and shall not attempt to physically intervene in threatening situations. Guards shall report any problems or suspicious occurrences to appropriate authorities and to designated Authority staff.

The Authority revises the "Security Guard Operating Procedures" periodically, within the scope of the Security Service contract. When revisions occur, the Authority will notify the successful proposer in a timely manner, and will provide the successful proposer a reproducible copy of the new edition.

The successful proposer shall be an independent contractor, solely responsible to provide all management and labor necessary to provide service that conforms with these specifications. They shall recruit, select, train, supervise, direct, and compensate guards in conformity with all applicable laws and regulations and shall ensure that all service conforms to these specifications.

### **3.5 Optional Services**

Please indicate if your firm provides these optional services and your cost. Your proposal will not be evaluated on the basis of providing or not providing these optional services.

#### **A. Alarm System Monitoring**

Monitoring the Authority's burglar and fire alarm system at the Authority's 3333 and 3501 Kishwaukee Street locations, and the burglar alarm system at the Authority's 4850 Torque Road, Loves Park facility. Duties include monitoring alarm systems and contacting appropriate authorities; including but not limited to, Authority staff and public safety agencies. *Please provide an annual cost on the proposal form.*

#### **B. Alarm System Response**

Respond to alarms at the Authority's 3333 and 3501 Kishwaukee Street, Rockford locations and at the Authority's 4850 Torque Road, Loves Park facility. Duties include checking for forced entry and contacting Authority staff and law enforcement agencies as required. Report findings of alarm responses to appropriate Authority staff, verbally and, when required, in a written report. *Please provide either an annual cost for all facilities or a per incident cost on the proposal form. Please indicate average response time.*

### **3.6 Officers' Skills, Abilities, and Decorum**

All officers the successful proposer provides will:

**A.** perform duties in a responsible, professional manner;

**B.** successfully complete 20 hours of State-required training within legally required time limits subsequent to their appointment, as confirmed by certificates on file at the successful proposer's offices;

**C.** be fully licensed, in conformity with any and all applicable regulations and standards, as evidenced by the Permanent Employee Registration Card (PERC) issued by the Illinois Department of Professional Registration and shall retain the PERC on his or her person at all times while on duty;

**D.** read and understand printed, detailed business, environmental, regulatory, and related information, expressed in contemporary business English, including, but not limited to:

1. attached "Security Guard Operating Procedures"
2. hazardous materials response plan
3. Authority memoranda
4. location maps and basic diagrams
5. governmental and regulatory forms necessary to Authority operation

Due to the safety sensitive nature of this position, employees are required to be proficient in speaking English to customers and visitors. The ability to read and comprehend in English is preferred. Bilingual employees are encouraged.

**E.** demonstrate understanding of the "*Security Guard Operating Procedures*" by successfully completing a comprehensive, written, "open book" examination on these procedures, where such examination is prepared by the successful proposer and approved by the Authority prior to use;

**F.** be responsible for all duties and responsibilities as outlined in the Four Rivers Sanitation Authority's "*Security Guard Operating Procedures*";

**G.** legibly, accurately, and concisely document information on Authority, Environmental Protection Agency, and other business and regulatory forms (examples of forms are available upon request);

**H.** provide periodic radio or telephone contact and communication backup, notify designated Authority staff and Police or Fire Departments, as appropriate, in situations that warrant such intervention;

**I.** accurately, politely, consistently, and articulately orally communicate established policies and procedures to the Authority's customers, employees, contractors, guests, and to the general public. Due to the safety sensitive nature of this position, employees are required to be proficient in speaking English to customers and visitors. The ability to read and comprehend in English is preferred. Bilingual employees are encouraged.

**J.** rationally, politely, and consistently address ongoing developments, occurrences, and emergencies in conformity with standard business practices and security industry professional standards;

**K.** refrain from using profane or vulgar verbal expressions or non-verbal gestures;

**L.** refrain from consumption of any alcoholic beverages:

1. for the four hours prior to coming on duty
2. at all times while on duty;

**M. not**, at any time, work or attempt to work having consumed an illegal substance;

**N. not** work or attempt to work under any circumstances when their blood alcohol content exceeds 0.02%;

**O. not** bring alcohol or illegal substances, in any quantity, on Authority premises.

### **3.7 Officers' Uniform and Appearance**

All officers the successful bidder provides shall be well groomed and clean at all times when they enter Authority property and shall, at all times when they are on duty, be attired as follows:

**A.** badge prominently pinned to vest pocket;

**B.** medium or light blue, gray or tan military-type officer's shirt or blouse, short or long sleeve;

**C.** coordinated tie, solid color, military-type officer's belt, military-type officer's trousers

**D.** coordinated well-shined, dress military-type shoes

**E.** in colder weather, coordinated military-type officer's coat, appropriate hat, gloves, etc.

The successful bidder shall provide, at **no cost** to the officers, at least one complete uniform to include all items listed above to each officer.

### **3.8 Examples of Guards' Duties**

Without limitation, the successful bidder shall:

**A.** provide directions and appropriate information for visitors;

**B.** maintain a check-in log during specified hours (currently between 5:00 P.M. and 6:30 A.M.);

**C.** monitor, record, sample, and weigh waste disposer and material vendor deliveries, and Authority sludge transports using Authority computerized scale system and under Authority furnished detailed procedures;

D. immediately report instances of or situations that appear conducive to such occurrences as robbery, vandalism, sabotage, disorder, or fire to appropriate authorities and to designated Authority staff;

E. answer the Authority guard house phone in conformity with Authority instructions;

F. monitor all cameras;

G. perform related security services that the Authority might require.

### **3.9 Contract Duration**

The successful proposer shall provide the Authority with **Security Services** for a 36-month period, beginning at 12:00 A.M. on February 1, 2023, and continuing through 11:59 P.M. on January 31, 2026. If the Authority and the Contractor agree in writing, the Contract may be extended twice for one year per extension.

### **3.10 Telephone**

The Authority guardhouse is equipped with two telephones. One is connected to the Authority's phone system; the other is connected directly to the Authority's phone line supplier. The phone connected to Authority's phone line supplier is to be used for emergency use only, in the event that the Authority's standard phone system is unavailable. For the other phone, Authority will pay for the monthly base charges for either system and all business related usage, including hourly safety confirmation calls. Any cost for calls determined to be non-business will be the responsibility of the security service. The Authority will supply documentation to support charges for non-business related calls.

### **3.11 Wages**

It is the Authority's intention that the contractor limits their staff to fully qualified, extremely reliable officers. Therefore, for the duration of the contract, all officers assigned to the Authority's 3333 Kishwaukee Street location shall be paid a gross hourly wage equal to or exceeding 1.2 times the Illinois minimum wage rate or federal minimum wage rate, whichever is higher. This gross hourly wage meets or exceeds the current State of Illinois minimum wage rate of \$13/hour. The Illinois minimum wage rate is scheduled to increase \$1/hour every year on January 1 until 2025 to reach a minimum wage rate of \$15/hour; see IL Dept. of Labor Public Act 101-0001. This includes any officer who performs duties at the Authority's site, whether fulfilling duties on a temporary or permanent schedule basis. It will be the proposer's responsibility to ensure all future increases in the Illinois minimum wage are taken into consideration within the submitted proposal price, as no increase in the proposer's price to the Authority will be allowed within the Contract period.

The successful proposer shall submit certified payroll records with every monthly invoice submitted to the Authority. Failure to submit proper certified payroll records may delay payment. The certified payroll records must include the name, job classification,

hourly wages paid in each pay period, for every worker employed on the project. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B Misdemeanor.

### **3.12 Price Increases Prohibited**

Except for changes to which the Authority and the successful bidder agree because of revisions in the scope of the **Security Service** the Authority requires, the **Security Service** contract allows for no price increase between February 1, 2023 and January 31, 2026.

### **3.13 Supervision**

One of the successful proposer's supervisory employees shall visit the Authority's 3333 Kishwaukee Street facility at least once per week throughout the course of the contract. Once per month, at a time agreeable to the Authority, one of the successful proposer's senior managers or officers shall meet with the Director of Plant Operations. The meeting shall occur at the Authority, at a time agreeable to both parties.

### **3.14 Facility Inspection**

If proposers wish to visit the Authority's 3333 Kishwaukee Street facility prior to submitting their bid, they may contact Greg Cassaro, Director of Plant Operations at 815-354-9586 for an appointment. A proposer who wishes to receive additional samples of the types of forms or documents officers must be able to read and complete may request same from Purchasing at 815-387-7425 or purchasing@fourrivers.illinois.gov

### **3.15 Reference Information**

As this document's Proposal Form indicates, the proposer shall provide the following reference information, without limitation:

- A.** An outline of the proposed personnel and training procedures to be used in performing **Security Service** for the Authority;
- B.** An outline of the management and operational structure;
- C.** A statement indicating length of time proposer has been in the **Security Service** business; and
- D.** A list of three (3) organizations for which proposer is currently providing **Security Service**.

At its sole discretion, the Authority shall reject any proposal if the:

- A.** proposer has been in the **Security Service** business for less than 12 consecutive months prior to submitting their proposal;
- B.** proposer is providing **Security Service** for less than two organizations at the time proposal is submitted;
- C.** the Authority determines proposer's references are dissatisfied with said proposer's service; **or**
- D.** the Authority believes a proposer's reference information is in any way unsatisfactory.

The Authority's decision in such an event shall be final, and the Authority's procurement procedures contain **no** method of appeal for a party whose bid is so rejected.

### **3.16 Payments to Successful Proposer**

The successful proposer must 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.

### **3.17 Questions**

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Greg Cassaro, Director of Plant Operations, by phone: 815-354-9586; email: GCassaro@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.

### **3.18 Insurance**

**A. The successful respondent/contractor must, 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 must apply separately to this project or the general aggregate limit must 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 must 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 must 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 must 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 must 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 must be in excess of the successful respondent's/contractor's insurance and must not contribute with it.

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

4. The successful respondent's/contractor's insurance must 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 ten (10) calendar days subsequent to the Authority's issuance of an award letter and no later than thirty (30) days before commencement to work, the successful respondent/contractor must 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 must 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 must be provided. The Authority is 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 to inform said respondent/contractor of the non-conformity. If said respondent/contractor fails to provide conforming insurance or documentation within five (5) calendar days of the Authority's notice, it is in default.

**D. Suitability of Insurance.** The Authority is the sole judge of whether an insurer's rating is satisfactory. The Authority's decision is 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" means 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 is 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 is be acceptable to the Authority.

b) If Best classifies the insurer as smaller than XII, but larger than VI, said insurer must 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.

### **3.19 Indemnification Clause**

Successful respondent/contractor must 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 must have no liability for damages or the costs incident thereto caused by the sole negligence of the Authority.

The indemnification must 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 is deemed a waiver by the Authority of full compliance with the requirements of the Contract. This indemnification must not be limited by the required minimum insurance coverage in the Contract.

### **3.20 Force Majeure**

The obligations of either the Authority or the successful respondent is 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 are suspended during the continuance of any inability so caused but for no longer period, and such cause must as far as possible be remedied with all reasonable dispatch.

**SECTION IV  
QUALIFICATION FORM**

**REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

FOR REVIEW PURPOSES ONLY

**IV  
QUALIFICATION FORM  
REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

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

Each respondent proposing to perform **Security Service** must complete the following information. If the Authority believes a respondent's information is unsatisfactory, Authority may reject their proposal without further consideration. The Authority's decision in such an event is final, and the Authority's procurement procedures include no method of appeal.

1. How long has the proposer been in business under the current company name and primary ownership?

# of years: \_\_\_\_\_

2. The Authority requires proposers to have a minimum of 10 years' experience providing Security Service.

# of years of experience: \_\_\_\_\_

Please describe your experience:

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3. Provide the following information regarding three (3) organizations for which the proposer has provided Security Service within the last three years. Please be sure to enter current contact information.<sup>1</sup>

**Reference #1**

Organization Name

Street Address

City, State, Zip

Phone

Email Address

Contact Person

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<sup>1</sup> References provided may be contacted by the Authority to be used in evaluation.

**Reference #2**

Organization Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

**Reference #3**

Organization Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Person \_\_\_\_\_

4. Provide 24-hour contact:

Name \_\_\_\_\_  
Phone \_\_\_\_\_

5. Provide 24-hour employee coverage backup plan (attach a separate sheet).

6. Location of vendor headquarters or branch office nearest to Four Rivers Sanitation Authority:

Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

FOR REVIEW PURPOSES ONLY

FOR REVIEW PURPOSES ONLY

**SECTION V  
PROPOSAL FORM**

**REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

V  
**PROPOSAL FORM  
REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

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 **Security Service** in compliance with the attached Notice, General Specifications, Detailed Specifications, Proposal Form, Fair Employment Practices Affidavit of Compliance Form, Forms of Affidavit, and Contract Form.

The Undersigned also affirms and declares:

A. That 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 the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor.

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 **Security Service**, it will:

1. complete all OSHA, ADA, and DOT required supervisory, employee and customer training,

2. document compliance as required,
3. ensure that persons in safety-sensitive positions associated with loading, transportation, and delivery of the merchandise or service detailed in these specifications are subject to all required drug and alcohol testing and are properly licensed,
4. prepare and make available all required information and documentation, and
5. hold harmless and indemnify the Authority and the Authority's representatives as defined in Section 3.19 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. (775 ILCS 5)

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) must not withdraw this proposal for a period of sixty (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 must enter into a Contract with the Authority to complete the Project in a form substantially similar to the Contract attached hereto. The Contract must 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 must be executed by the Contractor. One fully executed copy will be returned to the Contractor. See Section VIII for a sample copy of the agreement.

**PROPOSAL FORM CONTINUED  
PROPOSAL PRICES IN CONFORMITY WITH ALL SPECIFICATIONS CONTAINED 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 and words)

	<b>Year 1 2023-2024</b>	<b>Year 2 2024-2025</b>	<b>Year 3 2025-2026</b>
Hourly rate per guard*, for all Security Service, including normal business hours, evenings, holidays, and weekends:	Hourly Rate: \$ /hr.	Hourly Rate: \$ /hr.	Hourly Rate: \$ /hr.
Optional, additional fully licensed, unarmed officer if requested by the Authority, billed in quarter-hour increments, with a minimum one-hour fee, at the hourly rate of:	Hourly Rate: \$ /hr.	Hourly Rate: \$ /hr.	Hourly Rate: \$ /hr.
Optional, additional special armed officer, fully licensed, if requested by Authority, billed in quarter-hour increments, with a minimum one-hour fee, at the hourly rate of:	Hourly Rate: \$ /hr.	Hourly Rate: \$ /hr.	Hourly Rate: \$ /hr.

\*All quotations must 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 Security Service in complete conformity with any and all provisions of this document.

The undersigned acknowledges that Addendum numbers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ were received, and realizes 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)

\_\_\_\_\_  
(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 must exclude those taxes from their 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:

Four Rivers Sanitation Authority  
3501 Kishwaukee Street  
Rockford, IL 61109

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

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

We have received Request for Proposals **#23-202: Security Service**, due at **4:00 P.M.** on **January 24, 2023**.

Reason for not submitting proposal:

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

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

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

FOR REVIEW PURPOSES ONLY

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

**REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

FOR REVIEW PURPOSES ONLY

**VI**  
**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**  
**REQUEST FOR PROPOSALS #23-202**  
**SECURITY SERVICE**

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

PROJECT: **SECURITY SERVICE**

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 Employment 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 or the Act, 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 other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any 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 this Part) 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, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly 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 this Part, 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 Act and this Part.
- 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 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 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 35 Ill. Reg. 3695, effective February 18, 2011)

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

\_\_\_\_\_  
Signature

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

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

**SECTION VII  
FORMS OF AFFIDAVIT**

**REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

FOR REVIEW PURPOSES ONLY



FOR REVIEW PURPOSES ONLY

**VIII  
CONTRACT SAMPLE  
REQUEST FOR PROPOSALS #23-202  
SECURITY SERVICE**

**VIII  
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: Security Service**, all Addenda there to (if any), and any and all provisions required by law, are all essential documents of the contract, and are a part hereof, as if herein set out verbatim or as if attached, except for titles, subtitles, headings, table of contents and portions specifically excluded.

The Contractor understands and agrees that unless the contractor and the Authority terminate the Contract by their mutual written contract in conformity with Section 2.12 of this Request for Proposals, the Contractor must provide **Security Service** for a 36-month period, February 1, 2023 through January 31, 2026. If the Authority and the successful proposer agree in writing, the contract may be extended twice for one year per extension.

**2. Contract Price**

The Authority to pay to the Contractor, and the Contractor to 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 **Security Service** this contract allows for no price increases.

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

**3. Contract Execution**

The Contractor must:

- 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 must 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 3.19 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 to 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 is to be sublet or subcontracted without the express consent of the Authority, and in no case will consent relieve said Contractor from the obligation herein entered into, or change the terms of this Contract.

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

This Contract must 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 is to be deemed an original and all of which, when taken together, constitutes 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 must be legal and binding and must 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.

**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

**IX**  
**PERFORMANCE BOND**  
**REQUEST FOR PROPOSALS #23-202**  
**SECURITY SERVICE**

IX  
PERFORMANCE BOND  
FOUR RIVERS SANITATION AUTHORITY  
ROCKFORD, ILLINOIS  
**SECURITY SERVICE**

KNOW ALL BY THESE PRESENTS, that WHEREAS, the Four Rivers Sanitation Authority has awarded to:

\_\_\_\_\_ hereinafter designated as the

“Principal”, a contract, dated, \_\_\_\_\_, for the Four Rivers Sanitation Authority.

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract (the “Bond”);

NOW, THEREFORE, we the Principal and \_\_\_\_\_, as Surety, are firmly bound unto the Four Rivers Sanitation Authority in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for a performance bond. The conditions of this obligation is such that if the said Principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, must in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and must indemnify and save harmless the Four Rivers Sanitation Authority, its officers and agents, as therein stipulated, then this obligation becomes null and void; otherwise it must be and remain in full force and effect. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the specifications accompanying the same and no inadvertent overpayment of progress payments will in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications or of any inadvertent overpayment of progress payments. Four Rivers Sanitation Authority must be named as beneficiary on this Performance Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the name and corporate

seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)

\_\_\_\_\_  
**Principal**

By

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

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

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

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

\_\_\_\_\_  
**Surety**

By

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

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

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

Countersigned \_\_\_\_\_

FOR REVIEW PURPOSES ONLY

X  
LABOR & MATERIAL PAYMENT BOND  
FOUR RIVERS SANITATION AUTHORITY  
ROCKFORD, ILLINOIS

TO: \_\_\_\_\_ Contractor Name  
\_\_\_\_\_ Contractor City, State

KNOW ALL MEN BY THESE PRESENTS:

That: \_\_\_\_\_ (Contractor)

as Principal, and \_\_\_\_\_

a corporation of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto the Four Rivers Sanitation Authority, as Obligee, for the use and benefit of claimants as hereinafter defined in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment where of Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_ Entered into a Contract with Obligee for \_\_\_\_\_ in accordance with contract documents prepared by the Four Rivers Sanitation Authority which Contract is by reference made a part hereof, and is hereinafter referred to as "the Contract".

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that if Principal shall promptly pay for all laborers, workers and mechanics engaged in the work under the Contract, and not less than the general prevailing rate of hourly wages of a similar character in the locality in which the work is performed, as determined by the State of Illinois Department of Labor pursuant to the Illinois Compiled Statutes 280 ILCS 130 / 1-12 et.seq. and for all material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. A claimant is deemed as any person, firm, or corporation having contracts with the Principal or with any of Principal's subcontractors for labor or materials furnished in the performance of the Contract on account of which this Bond is given.
2. Nothing in this Bond contained shall be taken to make the Obligee liable to any subcontractor, material man or laborer, or to any other person to any greater extent than it would have been liable prior to the enactment of The Public Construction Bond Act, approved June 20, 1931, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of the Contract shall have no right of action unless he shall have filed a verified notice of such claim with the Obligee within 180 days after the date of the last item of work or the furnishing of the last item of materials, which claim shall have been verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business within the State the principal place of business of the corporation, and in all cases of partnership the names and residences of each of the partners, the name of the Contractor for the Obligee, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed.

No defect in the notice herein provided for shall deprive the claimant of its right of action under the terms and provisions of this Bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same.

3. No action shall be brought on this Bond until the expiration of 120 days after the date of the last item of work or of the furnishing of the last item of material except in cases where the final settlement between Obligee and the Contractor shall have been made prior to the expiration of the 120 day period, in which case action may be taken immediately following such final settlement; nor shall any action of any kind be brought later than 6 months after the acceptance by the Obligee of the work. Such suit shall be brought only in the circuit court of this State in the judicial district in which the Contract is to be performed.
4. Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.
5. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
6. The Principal and Surety shall be liable for any attorneys' fees, engineering costs, or court costs incurred by the Obligee relative to claims made against this Bond.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**CONTRACTOR**

**SURETY**

\_\_\_\_\_

\_\_\_\_\_

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_

Title

Resident Agent

ATTEST:

\_\_\_\_\_  
Corporate Secretary (Corporations only)