

**FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN**

Date: March 7, 2024

Name of Proposing Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Proposal Due Date and Time: 4:00 p.m., April 8, 2024

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

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

**SECTION I
NOTICE**

**REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

FOR REVIEW PURPOSES ONLY

I
NOTICE
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN

The Four Rivers Sanitation Authority will receive sealed and signed proposals for a Communications Plan, specific to the needs of our users, regarding the change from quarterly billing to monthly billing. 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., April 8, 2024.

The scope of this RFP involves the development of an effective communications plan that informs customers of the pending change in billing frequency.

Copies of the RFP for review purposes only are available through the Four Rivers Sanitation Authority website fourrivers.illinois.gov. Proposal documents for submittal are available by emailing purchasing@fourrivers.illinois.gov or calling (815) 387-7425. For more information, visit the Four Rivers Sanitation Authority website at fourrivers.illinois.gov.

Each bid must be accompanied by cash or a certified or bank cashier's check on a solvent bank or trust company, drawn to the order of the Four Rivers Sanitation Authority, or an acceptable Bid Bond on the form attached, in an amount not less than ten percent (10%) of the total bid price. This sum is a guarantee that, if the bid is accepted, a contract will be entered into.

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 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 #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

FOR REVIEW PURPOSES ONLY

II
**GENERAL SPECIFICATIONS AND INSTRUCTIONS
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN**

2.1 Important Dates

- Proposal Release Date: March 7, 2024
- Last day for proposers to send questions: April 1, 2024
- Last day for addenda to be issued: April 3, 2024
- Proposal Due Date: 4:00 P.M., April 8, 2024
- Anticipated Award Date: April 22, 2024

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 the 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 #24-208: Monthly Billing Strategic Communication Plan"**. **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 4:00 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 Bid Security

Each bid must be accompanied either by cash, an original certified or bank cashier's check on a solvent bank or trust company, or a bidder's bond (form attached) from acceptable surety, drawn to the order of the Four Rivers Sanitation Authority in an amount of not less than ten percent (10%) of the bid price, issued by a surety company licensed to conduct business in the State of Illinois and named in the current list of "Surety Companies Acceptable On Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Failure to provide a Bid Security in the amount specified will constitute sufficient cause for rejection of the bid.

Within three (3) days after the opening of bids, the bid securities of all but the three lowest bidders will be returned. The bid security of the remaining two unsuccessful bidders will be returned within three (3) days after the execution of the contract, or, if no such contract has been executed, within sixty (60) days after the date of opening of bids. The bid security of the successful bidder will be returned only after he has duly executed the contract and furnished the required insurance.

2.5 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>

2.6 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 (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
6. Bid Bond Form

Section 2 – Executive Summary/Overview

Executive Summary – An executive summary detailing the Proposer's competence, qualifications, experience, and number of years providing communications plans in the public sector 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.

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. 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. 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.

3. 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.
4. The Contractor for this project must comply with the Occupational Safety and Health Act.
5. The Contractor for this project must comply with the Federal Drug-Free Workplace Act.
6. 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, 3501 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, 3501 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 bidder 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 requests must be received at least five (5) business 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, 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 in default. The Authority may, at its sole discretion, terminate the contract with the defaulting successful respondent, and remedy the matter under the 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 proposals, or
2. designate the next-qualified respondent to provide a **Monthly Billing Strategic Communication Plan**, provided that said respondent agrees to their original proposal terms.

The Authority may repeat this option until it obtains an acceptable **Monthly Billing Strategic Communication Plan** contract.

2.17 Deliveries

The successful respondent must ship all material as follows: F.O.B. Four Rivers Sanitation Authority, 3501 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 is 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. FRSA will make payments in the following manner: Authority's payment terms in Section 2.12. All invoices must contain a total breakdown of work performed.

**SECTION III
DETAILED SPECIFICATIONS**

**REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

FOR REVIEW PURPOSES ONLY

III
DETAILED SPECIFICATIONS
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN

3.1 Purpose

The successful respondent must be an independent contractor. They must provide a firm fixed price for providing a Monthly Billing Strategic Communication Plan in conformity with this request for proposals.

The intent of this solicitation is to identify an acceptable proposal from a suitable entity to provide a Monthly Billing Strategic Communication Plan.

3.2 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 Performance – Ability to provide service demonstrated by experience with previous and current 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. Every item in the qualification form of this RFP is of high importance and will be considered heavily as the Authority chooses the proposal judged to be the most beneficial.
4. Cost will be considered in combination with the other criteria.

3.3 Background

Four Rivers Sanitation Authority (Four Rivers/FRSA) operates and manages the public sanitary sewer collection and treatment system in Winnebago County. Four Rivers serves approximately 72,000 residential customers, 560 government customers, 6400 commercial customers, and 950 industrial customers in Rockford, Loves Park, Machesney Park, Rockton, Cherry Valley, a small section of Roscoe, and the Village of Winnebago.

Four Rivers acts as the sewer billing agent for these communities, receiving the freshwater usage data from the local provider and factoring the costs for removal of pollutants, including Biochemical Oxygen Demands (BOD), Total Suspended Solids (TSS), Ammonia (NH4), and Phosphorus (P), before returning the treated water to the

Rock River. These pollutants, or Wastewater Characteristics (WWCs), and the standards by which Four Rivers must meet before returning the treated wastewater to the watershed are defined by the Environmental Protection Agency (EPA) and permitted through the Illinois Environmental Protection Agency (IEPA).

Four Rivers has historically billed customers quarterly. Recognizing that the quarterly billing process does not meet the needs of the customers we serve, a move to monthly billing will take effect in September 2024 with the communities of Rockton, the Village of Winnebago, and customers who receive water from a private well service. The remaining communities will move to monthly billing in January 2025.

Considerations for the move include the following factors:

- Monthly billing allows customers to better manage their household budget and monitor their water usage.
 - Monthly billing helps customers establish a payment rhythm. Customers can estimate their monthly payment and build that amount into their budget versus having a larger expense come up a few times throughout the year.
 - While a monthly bill of \$50, a quarterly bill of \$150, or a semiannual bill of \$300 will all generate the same revenues for a utility, \$50 is more affordable for a customer to pay at a given time.
 - Many customers operate on a month-by-month basis when it comes to expenses, as most bills (think: cell phone, electricity, credit card, rent, etc.) come once a month, every month. As such, customers may not have the foresight to save a little each month for a larger quarterly or semiannual expense.
- Monthly billing allows for increased communication between the utility and the customer.
 - For most communities, the only communication between a utility and its customers comes from the utility bill. As such, more frequent billing cycles allow for more regular communication and fewer surprises.
 - This increased monitoring and reporting equips utilities and customers with the information to notice leaks sooner.
 - Early leak detection benefits customers financially, so they are not paying for water they aren't using and can more quickly discover leaks that could result in expensive damage to their homes. Usage from these kinds of leaks can add up quickly and are a significant addition to a bill, especially if this accumulation occurs over several months.

3.4 Minimum Requirements

A. Communications firm selected shall perform the following:

- Develop an effective communications plan that informs customers of the pending change from quarterly billing to monthly billing.
- Define a phased rollout to the communication plan that compliments the staggered monthly go-live schedule and meets the needs of the defined audience.
- Integrate the current FRSA brand and messaging in all forms of communication, including print and social media.
- Enhance awareness of Four Rivers Sanitation Authority's vital role in the community, what we do, and why we are an essential partner.
- Provide an easily understood explanation of the benefits of monthly billing.
- Shape the development of a key message/issue strategy and components (print, newsletters, TV, radio, billboards, social media, website, videos, sponsorships, etc.) of the communication program.
- As situations arise and if beneficial, facilitate strategic meeting(s) with key stakeholders including elected officials, appointed Board members, Trustees, and community groups.
- Implement earned media and social media public relations strategy including content, graphics, advertising, analytics, and earned media value estimation.
- Create and manage reactive communications (i.e. what to do when we are asked to comment; how to respond to negative articles/headlines/etc.)
- Manage and control small, purchased media budgets.
- Create and facilitate public outreach opportunities.
- If determined to be appropriate, implement purchases of media advertising programs.
- Work cooperatively with staff and partners to develop the appropriate message; staying within budget and meeting all mutually agreed deadlines.

The Four Rivers Sanitation Authority audience for monthly billing includes but is not limited to the general public, media, elected officials, and community organizations.

B. Description of Services

All proposals must include a detailed description of the services to be rendered, including, but not limited to the following:

- A written general understanding of the Minimum Requirements in **3.4.A.**
- Services as detailed in the RFP, including:
 - Provide work plan or description of work that will be performed.
 - Describe the vendor's technical capabilities for the scope of services.
 - Indicate whether the vendor will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of work which will be subcontracted. Provide subcontractor's qualifications that meet the requirements of the scope of services.
 - Provide a sample invoice that demonstrates understanding of an itemized invoice for work performed.
 - Provide samples of similar communication strategies.
- Describe how costs will be controlled and properly identified to the specific tasks, while providing high quality of services and a high level of integrity and outcomes.

C. Methods and Materials.

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

3.5 Payments to Successful Proposer

All invoices must contain a total breakdown of work performed. 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.

3.6 Price Increases Prohibited

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

3.7 Questions

Interested parties may direct questions concerning this Request for Proposals or for specific details regarding services to be performed to Julia Scott-Valdez, Director of Management Services; 815-387-7580 or jscott-valdez@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.

3.8 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 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.

3.9 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.

3.10 Force Majeure

The obligations of either the Authority or the successful respondent are 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.

FOR REVIEW PURPOSES ONLY

**SECTION IV
QUALIFICATION FORM**

**REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

FOR REVIEW PURPOSES ONLY

IV
QUALIFICATION FORM
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS 24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN

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

Each respondent proposing to provide a Communications Plan must complete the following information. If the Authority believes a respondent's information is unsatisfactory, the 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.

Corporate Profile

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

1. Company Name & Ownership

Business name and business legal status:

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

_____ years

2. Years of Experience

Number of years' experience providing communications plans in the public sector:

Please describe your experience: _____

3. Number of staff, proposed number of staff to provide services:

4. Location of the office from which the work under this contract will be provided and the staff allocation of that office:

References

Provide the following information regarding three (3) similar sized public or sector organizations for which the firm has provided similar services within the last 12-24 months. Please be sure to provide current contact information.¹

Reference #1	
Organization Name	
Street Address	
City, State, Zip	
Dates of Service	From: _____ To: _____
Contact Person	
Phone	
Email Address	

Reference #2	
Organization Name	
Street Address	
City, State, Zip	
Dates of Service	From: _____ To: _____
Contact Person	
Phone	
Email Address	

Reference #3	
Organization Name	
Street Address	
City, State, Zip	
Dates of Service	From: _____ To: _____
Contact Person	
Phone	
Email Address	

¹ References provided may be contacted by the Authority to be used in evaluation.

Staff Qualifications

Provide a list of the proposed staff members who will be assigned to this project including their qualifications, certifications, knowledge, and experience.

FOR REVIEW PURPOSES ONLY

FOR REVIEW PURPOSES ONLY

**SECTION V
PROPOSAL FORM**

**REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

V
**PROPOSAL FORM
FOUR RIVERS SANITATION AUTHORITY
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN**

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 a **Monthly Billing Strategic Communication Plan** 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 **Monthly Billing Strategic Communication Plan** 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 3.9 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 IX for a sample copy of the agreement.

**PROPOSAL PRICE FOR MONTHLY BILLING
STRATEGIC COMMUNICATION PLAN
AS SPECIFIED IN THIS REQUEST FOR PROPOSALS #24-208**

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

The proposal price must include costs for any advertising placements, sponsorships, or promotional items costs (if applicable) to be charged at cost (no upcharge).

Total, Firm, Fixed Cost for Monthly Billing Strategic Communication Plan:

_____ (\$ _____)

*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 a Communications Plan in complete conformity with any and all provisions of this document.

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

DATE: _____

PROPOSER: _____ BY: _____
print name of firm 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

We have received Request for Proposals #24-208: **Monthly Billing Strategic Communication Plan**, due at **4:00 P.M.** on **April 8, 2024.**

Reason for not submitting proposal:

BY: _____
Signature

Name & Title, Typed or Printed

Company Name

FOR REVIEW PURPOSES ONLY

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

**REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

FOR REVIEW PURPOSES ONLY

VI
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN

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

PROJECT: **Monthly Billing Strategic Communication Plan**

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 #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

FOR REVIEW PURPOSES ONLY

VII
FORMS OF AFFIDAVIT
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN

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 VIII
BID BOND**

**REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

FOR REVIEW PURPOSES ONLY

VIII
BID BOND
FOUR RIVERS SANITATION AUTHORITY
ROCKFORD, ILLINOIS
MONTHLY BILLING STRATEGIC COMMUNICATION PLAN

KNOW ALL MEN BY THESE PRESENT, that we:

_____ (hereinafter called the Principal) and

_____ (hereinafter called the Surety) a

Corporation chartered and existing under the laws of the State of _____

with its principal offices in the City of _____ and authorized to do business in the State of Illinois are held and firmly bound onto the Four Rivers Sanitation Authority of Winnebago County, Illinois (Authority), in the full and just sum of:

_____ Dollars

(\$ _____) good lawful money of the United States of America, to be paid upon demand of the Authority, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Authority, a bid for providing **Monthly Billing Strategic Communication Plan**.

WHEREAS, the Principal desires to file this bond, in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

FOR REVIEW PURPOSES ONLY

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be
duly signed and sealed this ____ day of _____, 20__.

Principal

(Seal)

By _____

Name: _____

Title: _____

Date: _____

ATTEST:

Surety

(Seal)

By _____

Name: _____

Title: _____

Date: _____

FOR REVIEW PURPOSES ONLY

FOR REVIEW PURPOSES ONLY

**IX
CONTRACT SAMPLE
REQUEST FOR PROPOSALS #24-208
MONTHLY BILLING STRATEGIC
COMMUNICATION PLAN**

**IX
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: Monthly Billing Strategic Communications Plan**, 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 a **Monthly Billing Strategic Communication Plan**.

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 **Monthly Billing Strategic Communication Plan**, 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 3.9 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.

7. Time

The Contractor agrees to all schedules specified in this request for proposals.

8. Seals

IN WITNESS WHEREOF, the parties have hereunto set their hands, and are duly authorized to enter into such contracts on behalf of their respective organizations.

Name of Firm - Contractor

By _____
Authorized Signature

ATTEST:

By: _____

Its: _____

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