



**CITY OF ELMHURST
REQUEST FOR PROPOSAL
FOR
FAMILY AND MEDICAL LEAVE ACT (FMLA)
ADMINISTRATION SERVICES**

June 23, 2021

To Whom It May Concern:

The City of Elmhurst is soliciting proposals from qualified firms interested in administering the Family Medical Leave Act (FMLA) for City employees.

If your firm is interested, please reply to the City no later than 5:00 pm, Central Standard Time, on July 19, 2021. Please provide one (1) searchable PDF proposal emailed to Emily Wagner, Human Resources Director, at hr@elmhurst.org. Only proposals submitted via email will be accepted.

No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

Proposals should be emailed to the email address below and must be identified in the subject line as: **"RFP to Provide Family Medical Leave (FMLA)":**

**Attention:
Emily Wagner
Director of Human Resources
City of Elmhurst
hr@elmhurst.org**

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The City may, at its sole discretion, modify or amend any provision of this notice or the RFP.

Deadline for questions or written requests for clarification is July 8, 2021, and must be submitted electronically to:

Emily Wagner
Director of Human Resources
City of Elmhurst
hr@elmhurst.org

The selected contractor will be notified as soon as practical after analysis of all proposals required in compliance with this request. The City reserves the right to review details of services with potential contractors to ensure system compatibility prior to contract award. **The City may, if necessary, conduct such meetings electronically during the third/fourth week of July 2021.**

It is anticipated that the contract will be effective as soon as practicable.

It is our hope that this RFP will be self-explanatory, however if you need additional information, please call or email me at (630) 530-3770 or hr@elmhurst.org.

Sincerely,

Emily Wagner

Emily Wagner, Director of Human Resources
Human Resources Department
City of Elmhurst, IL

City of Elmhurst FMLA RFP

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Illustration of Key Dates

The City anticipates it will - but neither promises nor is obligated to - process proposals received according to the following schedule:

Milestone	Date	Time
Release request for proposal (RFP)	June 23, 2021	5:00 P.M.
Vendor deadline to submit questions	July 8, 2021	5:00 P.M.
Deadline to submit proposals	July 19, 2021	5:00 P.M.
Finalist meeting(s) (if applicable)	Third/fourth week of July	Arranged upon selection
Estimated contract start date	As soon as practicable	N/A

Scope of Services

The objective of this City of Elmhurst Request for Proposal (RFP) is to secure a contractor who will administer the FMLA process for the City of Elmhurst, comprised of approximately 350 employees (this number includes full-time and part-time employees, understanding that not all part-time employees are eligible under FMLA). The contractor selected must be able to provide the following services for the City of Elmhurst:

Claim Management and Processing

- Issuance of initial FMLA claim package to employee
- Determination of FMLA leave eligibility
- Issuance of Rights and Responsibilities
- Preparation of approval and denial notifications to employees
- Verification of medical certification
- Notification to employer and employee of FMLA end date
- Detailed case management, including intermittent leave follow-up
Efficient FMLA claim processing (i.e., within Department of Labor mandate)
- Access to FMLA medical specialists and attorneys
- Advice/counsel on FMLA abuses and non-compliance
- Improved communication to management and employees on FMLA issues
- Customer service, call center and/or help desk, including bilingual services
- Coordination with other City leave related benefits, like workers compensation and other disability leaves
- Provide marketing materials to roll out new program and provide training to City supervisors

Claim Tracking, Documentation and Reporting

- Tracking of all employee FMLA requests and absences
- Tracking of FMLA utilization by employees including recertification, intermittent leave, etc.
- Complete documentation for each FMLA claim, including documentation of

communications with employees

- Technology or automated tracking tools and resources
- Online portal for employee access to information
- Detailed reports on employee FMLA usage trends and benchmarks
- Reports to preview program results, including ROI
- Data backup, security and disaster recovery plan
- Consistency in all written and verbal communications with departments and employees

FMLA Compliance

- Compliance with state and federal FMLA laws
- Compliance with HIPAA privacy requirements
- Compliance with the City of Elmhurst Human Resources Policies and Procedures, departmental policies and with each of the union contracts
- Fair and consistent application of FMLA requirements
- Reduction in absence-related expenses through more efficient, automated administration and closer communication with the interested parties
- Review of existing City Policies and Procedures
- Best practices in absence management

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Background

The City of Elmhurst ("City") is a home-rule, Council/City Manager form of municipal government that serves approximately 45,000 residents in both DuPage County and Cook County. The City has approximately 350 employees; 260 full-time and 90 part-time. City departments include Administration, Community Development, Finance, Fire, Human Resources, Information Technology, Police and Public Works. The City also assists the Elmhurst Public Library with benefits administration. The City has three collective bargaining units: Fire, Police, and Public Works.

Human Resources Overview

The Human Resources Department is made up of the following staff: one Director, two full-time HR Generalists, one part-time Generalist (position currently vacant), and one part-time Administrative Assistant.

Process

The Human Resources Department manages the administration of all FMLA requests in conjunction with the individual departments. The Human Resources Department evaluates all FMLA requests and issues notifications of approval, denial and the need for additional information/clarification. Staff reviews each case and works with the employee and operating department throughout the case. Employees must use paid time off concurrently with FMLA; order of paid time off is not

specified. FMLA is administered on a “rolling” 12-month period measured backward from the date of any FMLA leave usage and there is currently no intent to change that method. Tracking FMLA “intermittent leave” frequencies and absences is done manually, which is time consuming.

The City currently counts workers’ compensation leave against an employee’s FMLA benefits. A third-party agency manages workers’ compensation claims.

Project Schedule and Deliverables

The City has established the following list that the contractor will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- The City reserves the right to add related services as needed.
- Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner, canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the City and all other Services have been satisfactorily performed and accepted by the City (“Term”).

Proposal Requirements

- Each proposer shall provide all information requested in this RFP. The proposer should carefully read all instructions and requirements and furnish all information requested. If a proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- All proposals must be formatted as a searchable electronic document (PDF) and submitted to the City via email.
- If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send an email request for clarification or interpretation to Emily Wagner at hr@elmhurst.org no later than July 8, 2021.
- The City, at its sole discretion, may require any proposer to augment or supplement its proposal or to meet with the City’s designated representatives for an interview or presentation to further describe the proposer’s qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the City specifies.
- The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City’s best interest.

- Under the laws of the State of Illinois Freedom of Information Act (FOIA), all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

By submission of a proposal, the proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or ninety (90) calendar days after the proposal submission deadline.

- Execution of a Contract

Upon notice of award of the contract, the contractor shall, within 10 business days after receipt of a contract prepared by the City, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract, a copy of which is included herein.

- “Short-listing”

The City reserves the right to select a limited number (a “short list”) of proposers to make an electronic presentation of their qualifications, proposed services, and capabilities. The City will notify the proposers selected for electronic presentations via email.

- Proposer’s Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP, or by addendum issued prior to the proposal submission deadline, will not relieve it from responsibility for all parts of its proposal and, if awarded the contract for the services, it shall complete the performance of the contract in compliance with the terms of its proposal. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

- Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a proposal or given in any manner, except by written addendum. The City will e-mail any addendum(s) issued, if any, to each individual or firm that requested and received an RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

Qualifications for Proposal

Each proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

- Provide evidence that it has a minimum of five continuous years of experience within the last five years of providing and implementing FMLA services to the required services and deliverables described in this RFP.
- Be authorized to conduct business in the State of Illinois, County of Cook, County of DuPage, and the City of Elmhurst.
- Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the proposer and the proposed services.
- Submit with its proposal at least five written, verifiable, references dated within the last twelve months from clients for which the proposer has rendered services substantially similar to those sought by this RFP, and recommending proposer for selection for such services.

Indemnification

The contractor shall indemnify, defend and save harmless the City of Elmhurst, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City of Elmhurst, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

Insurance

Certificates of Insurance and Additional Insured Endorsement shall be presented to the City within fifteen (15) days after the receipt by the Contractor of the Notice of Award and the unexecuted contract, it being understood and agreed that the City will not approve and execute the contract until acceptable insurance certificates are received and approved by the City.

Such Contractor shall procure and maintain for the duration of the contract or permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the contract or permit, either by the Contractor, or their agents, representatives, employees or subcontractors.

Contractor shall maintain during the entire term of the Contract, the following insurance coverages:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
2. Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
3. Professional Liability/Malpractice Liability policy; and
4. Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
2. Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
3. Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
4. Worker's Compensation and Employers' Liability: Worker's Compensation limits of \$1,000,000 and as Employers' Liability limits of \$500,000 per accident.
5. Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages

(a) The CITY, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; or automobiles owned, lease, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees, and volunteers.

(b) The Contractor's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the CITY, its officials, agents, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, agents, employees, and volunteers.

(d) The Contractor's insurance shall contain a severability of interests clause or language stating that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The Contractor's liability insurance policies shall name the CITY as an additional insured, and the Contractor shall provide a certificate of insurance evidencing said coverage.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.

E. Acceptability of Insurers

The insurance carrier used by the Contractor shall have a minimum insurance rating of A VII according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

F. Verification of Coverage

The Contractor shall furnish the CITY with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the CITY before any work commences. The CITY reserves the right to request full certified copies of the insurance policies.

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

- **Cover Letter:** The cover letter shall identify and introduce the proposer and provide other general information about the proposer's company including. The proposal shall include the proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high-level corporate officer. If the proposer is not an Illinois corporation, please state whether or not the proposer is qualified to do business in the State of Illinois as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Illinois or it must register with the Illinois Secretary of State.

If the proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

- **Executive Summary:** The Executive Summary should provide a complete and concise summary of proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why proposer is the best candidate for the engagement.
- **Exceptions:** Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, proposer understands that if the City accepts the proposer's proposal, it must comply with and conform to all of the requirements of the RFP, including the contract contained herein.
- **Qualifications:** In the Qualifications section, each proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other proposers. At a minimum, please include, the following:
 - How proposer meets or exceeds qualifications;
 - A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;

- The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years;
 - The name, location, and date of all proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five years; and
 - The names and addresses of at least five references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.
- **Proposed Services:** Proposer shall describe, in detail, how proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, proposer shall provide or describe:
 - An organizational chart specific for the proposed engagement or project;
 - Resumes of key management personnel
 - An operational plan describing in detail how proposer will achieve the intent and purpose(s) of the engagement or project
 - If applicable, a detailed description of the professional services/training to be provided
 - Scope and availability of customer service
 - Trouble shooting/follow-up protocols
 - Project management tools to be used in implementation
 - Sample Service Level Agreement (SLA) for FMLA administration
 - Examples of standard reporting
 - To what degree does the proposal meets stated service requirements
- **Description of Completed Project:** Proposer shall submit a detailed description of the engagement or project, as completed for submission.
- **Fee Proposal:** Proposer should submit their fee proposal for all its services. Itemize the fee by project phase or other divisible unit completed, in dollars and percentage, or by deliverable. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.
- **Proposers Affidavit:** Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

Proposal Evaluation; Selection Criteria

- **Evaluation Methodology:** The Human Resources Department will evaluate each proposal submitted. The Human Resources Department may present its recommendations to the City Council (“Council”). The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a “best and final offer” from proposers meeting the minimum requirements.

- **Scoring of Proposals:** The City will qualify each proposal in each of the following categories:
 - Experience and customer service dedicated to the City
 - Does the proposer have a proven track record in this type of project
 - Implementation timeline and program management plan
 - To what degree does this proposal meet the stated delivery and/or implementation requirements
 - Proposed services
 - Proposed fees
 - Absence/leave monitoring capability
 - Service level guarantee
 - To what degree does the proposal meet the stated contractual terms and conditions
 - User interface accessibility
 - To what degree does this proposal meet stated insurance/warranty/City requirements

The ratings are not intended or to be interpreted as a reflection of a proposer’s professional abilities. Instead, they reflect the City’s best attempt to qualify each proposer’s ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes. In the qualification process technical merit will be given a greater weight within a relevant range. Thus, a proposal with a higher technical ranking can be selected even if the price is not the lowest.

- **Disqualification of a Proposer/Proposal:** The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a proposer’s trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City’s best interest, as determined in the City’s

sole discretion.

Although the City prefers that each proposer submit only one proposal including all alternatives to the proposal that the proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another proposer.

QUESTIONNAIRE

Note: A complete response to this questionnaire must accompany all Requests for Proposals. A response such as "See Proposal" is **not** sufficient unless there is proper reference to the specific section of the proposal addressing the question. Please be specific in your answers.

1. How many clients do you currently provide leave of absence administration services? What is the total number of lives you service?
2. What is the number of years your company has been providing the requested Services/Products internally defined for the scope of services defined in this Request for Proposal?
3. Have any contracts to which your firm was a party ever been terminated early? If so, please provide details.
4. Are there any lawsuits for breach of contractual obligations to any entity in the company's history? If yes, please list them and indicate whether or not they may affect services you provide the City.
5. How many years has your company operated? Please indicate your total number of employees.
6. Do you have other municipal clients that utilize the services proposed within your proposal? If so, how many?

Please answer the following questions about your capabilities around Account Support and Client Service.

1. Where is your leave processing service center(s) located? What are the hours of operation?
2. Please identify each key individual who will be a part of the dedicated team serving the City's needs.
3. Will you provide key City employees with training on your firm's FMLA policy, system navigation and procedures to be used?
4. Will your firm provide ongoing training to City staff throughout the term of the agreement? If yes, how are these trainings accomplished?
5. Can you demonstrate how your firm will ensure compliance with federal, state, the City's regulations along with the Americans with Disabilities Act?
6. What processes does your firm have in place to provide notice to the City of any information triggering obligations under the Americans with Disabilities Act?
7. Does your system have the ability to notify the City of employees who fail to follow City policies and procedures associated with FMLA requests?

8. Is your system able to handle multiple FMLA leave requests by a single employee that run concurrently?

Leave of Absence

1. Describe in detail how you will be able to provide end-to-end support for the entire FMLA leave process; including initiation, medical determinations, involvement of vocational rehabilitation and return-to-work (i.e., can you check eligibility of employees? Have they worked 1,250 hours in the past year? How many FMLA hours does the employee have available?).
2. How does your firm propose to handle absence management, including intermittent leave and/or suspected abuse of FMLA leave? Please provide how your processes your firm has set up assurances that fraud and abuse will be discovered, and how fraud and abuse may be minimized or eliminated.
3. Discuss how you would monitor and implement legislative changes and how your system would support variation of requirements at the federal, state and local levels.
4. Will you take over open leaves or will your services be limited to new leaves? Does your company have nurses and/or medical professionals review all medical related leave of absence claims? If yes, please identify how these individuals are utilized in the administration of the claim, the number of individuals utilized and their applicable credentials.
5. Does your company have legal professionals who review compliance with federal, state and local laws?
6. Do you have a fully integrated system that allows self-service for employees, managers and human resources?
7. What type of standard reporting does you provide the client? Are you able to facilitate customized reports if requested?
8. Does your staffing model support a single claim manager who handles a given employee's leave from start to finish?
9. Do you support 24/7 claim intake?
10. How quickly can claim information be communicated to the employee after it is received?
11. Please detail your experience with public sector organizations and experience with a unionized workforce.
12. Are you able to provide a dedicated customer/claims service unit?

13. Are you able to support a requirement that a customer service representative contact all employees in accordance with departmental policies prior to their expected return-to-work date and confirm return-to-work plans?
14. Does your company have designated staff members who assist customers with drafting communications to employees, HR and managers?
15. Please describe the types of correspondence sent to HR and managers regarding Leave of Absence status. Please provide samples.
16. How does your firm maintain confidentiality?

Please provide at least five references of employers, similar in size to our organization that you currently provide the services for. Please note we will not contact the references until we have discussed reference checks with you.

CONTRACT

This Contract is made this ____ day of _____, 2021, between the City of Elmhurst (the "City") and _____ (the "Contractor") for the services related to the Federal Medical Leave Act Administration Services Program (the "Program").

The Contractor hereby agrees as hereinafter set forth:

1. **The Services.** For and in consideration of the payments to be made by the City to the Contractor, and in accordance to the terms of the Contract and the scope of services described in Request for Proposals and the Contractor's proposal, which is attached hereto as Appendix "A" and made a part hereof, the City and the Contractor agree that the Contractor at its own proper cost and expense shall perform all of the services required for the Program, and furnish all materials, equipment and labor necessary to complete the services in full compliance with all of the terms and requirements of this contract and the contract documents, which contract documents are made a material part of this Contract.

2. **Contract Sum.** The City shall pay the Contractor for the performance of the services, at the rates set forth in the Contractor's proposal as full compensation for the performance of the services as required by this Contract, including providing all necessary labor and equipment, and accounting for all loss or damage arising out of the performance of the services or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the performance of the services, and for well and faithfully completing the services, and the whole thereof, in full compliance with the contract documents.

The Contract Sum shall not exceed _____.

3. **Payments.** The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed prior to the termination consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

4. **Term.** The term of this Contract shall be for one (1) year from the date of execution of the Contract by both parties.

5. **Termination.** The City shall have the right to terminate this Contract at any time upon thirty (30) days written notice to the Contractor. If the City terminates this Contract, the Contractor shall be entitled to receive just and equitable compensation for the services performed.

6. **Insurance.** The Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries or damages which may arise from or are in conjunction with the performance of the services by the Contractor, its agents, representatives, employees, or subcontractors, and shall name the City as an additional insured on all policies for the duration of the Contract. Such insurance shall meeting the minimum scope and limits as described in the Request for Proposals.

7. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officials, employees, and volunteers against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, employees, and volunteers, arising in whole or in part in consequence of the negligent or willful and wanton performance of work by the Contractor, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful and wanton act of the City, its officials, employees and volunteers. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in conjunction therewith, and, if any judgment shall be rendered against the City, its officials, employees and volunteers, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

8. **Compliance With Laws.** The Contractor will comply with all applicable federal and Illinois statutes, and local ordinances of the City and shall operate within and uphold the ordinances, rules and regulations of the City while engaged in all work required under this Contract.

9. **Assignment of Contract.** The Contract shall be deemed to be exclusive between City and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

10. **Notices.** Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to City:

City of Elmhurst
209 North York Road
Elmhurst, Illinois 60126
Attn: Mr. James Grabowski, City Manager

b. If to Contractor:

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

11. **Contract Documents.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) This Contract
- (b) Request for Proposals issued by the City
- (c) Proposal submitted by Contractor, marked as Appendix "A"
- (d) Contractor's Certification, marked as Appendix "B"

This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral.

In case of conflict between the terms contained herein and those contained in the Proposal marked as Appendix "A", the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and Contractor. This Contract is executed that day and year first written above.

12. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the City that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or

neglect to comply with the provisions of the Contract and agrees that the City will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

City:

City of Elmhurst

By: _____

Scott M. Levin, Mayor

Attest:

By: _____

Jackie Haddad-Tamer, City Clerk

Contractor:

By: _____

Printed name: _____

Its: _____

Attest:

By: _____

Printed name: _____

Its: _____

APPENDIX "A"

APPENDIX "B"
CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor are each a material representation of fact upon which reliance is placed by the City of Elmhurst in entering into the contract with the Contractor. The City of Elmhurst may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of _____ (the "Contractor") and as such, hereby represent and warrant to the City of Elmhurst, a municipal corporation, that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City of Elmhurst, that:

- (A) the Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (B) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- b. Specifying the actions that will be taken against employees for violations of such prohibition;
- c. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the Contractor's policy of maintaining a drug-free workplace;
- c. any available drug counseling, rehabilitation, and employee assistance program; and

- d. the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)c from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (C) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (D) the Contractor, at the time the Contractor submitted a Proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;
- (E) no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.
- (F) no officer or employee and no spouse or immediate family member living with any officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the Elmhurst Municipal Code; and
- (G) the Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Elmhurst Municipal Code.

- (H) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.
- (I) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the City; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the City, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the City; and furthermore, the Contractor shall review its records and promptly produce to the City any additional records in the Contractor's possession which the City requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the City such records within three (3) business days of a request for such records from the City at no additional cost to the City.

If any certification made by the Contractor changes, the Contractor shall notify the City of Elmhurst in writing within seven (7) days.

Dated: _____, 2021

Contractor:

By: _____

Printed name: _____

Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____, known to me to be the _____ of _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2021.

Notary Public