

County of McHenry Request for Proposal

RFP # 14-23

Provide Insurance Broker/Consultant Services for Government Entity

February 18, 2014

This Request for Sealed Proposal (RFP) is for the purpose of, contracting with a qualified firm to provide Insurance / Consultant Services for a Government Entity as a service to the County of McHenry as outlined within this document. All requirements are as per specifications enclosed herein. This will be a multi-year agreement with the base contract for one year starting June 1, 2014 to May 31, 2015 and an option for one more additional year starting June 1, 2015 to May 31, 2016.

GENERAL REQUIREMENT: This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and four (4) copies of the complete proposal are to be submitted.**

SUBMISSION LOCATION:

Mailing Address:

Purchasing Department
McHenry County Administration Building
2200 N. Seminary Avenue Room 200
Woodstock IL 60098

Drop Off In Person:

Purchasing Department
McHenry County Administration Building
667 Ware Road Room 200
Woodstock IL 60098
Phone: (815) 334-4818
Fax: (815) 334-4680

CONTACT PERSON:

Mr. Donald A. Gray, CPPB
Director of Purchasing

SUBMISSION DATE AND TIME:

2:00 PM, (CST) March 21, 2014

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

SCHEDULE OF EVENTS

February 19, 2014-----	RFP Available
March 7, 2014-----	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
March 14, 2014-----	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
March 21, 2014-----	RFP due in Purchasing at 2:00 P.M.(CST)
March 14, 2014 – May 14, 2014-----	Evaluation, Committee recommendation, Award of

GENERAL INFORMATION

REQUEST FOR PROPOSALS

DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

EVALUATION of PROPOSAL

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

TERMS AND CONDITIONS

AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the **McHenry County Purchasing Ordinance**, approved December 1, 2006. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. **Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.** The County may seek clarification from a vendor at any

time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Qualifications and experience for the specific scope of services as set forth herein (50pts).
2. Compliance with requirements of this RFP (40 pts).
3. Cost Proposal based on the contract description (5 pts)
4. References provided (5 points)

Total 100 points

NON-DISCRIMINATION

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

SECURITY

The Vendor represents and warrants to the County of McHenry that 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. The Vendor further represents and warrants to the County of McHenry that the Vendor 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 Specially Designated National and Blocked Person. The Vendor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

PREVAILING WAGE

The State of Illinois requires that all wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended. This requires payment of the general prevailing rate for each craft or type of worker, including payment of the general prevailing rate for legal holiday and overtime work. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/idol/rates.htm. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. A copy of the prevailing wage rates is posted on the McHenry County website at www.co.mchenry.il.us under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Vendors may access the Illinois Department of Labor website for updates www.state.il.us/agency/idol.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

PAYMENTS

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

VENDOR RESPONSIBILITIES

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

QUALIFICATIONS

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

INSURANCE

General The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company (ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence combined single limit for:
Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, a **body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

HOLD HARMLESS CLAUSE

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit one (1) original and four (4) copies of the completed proposal along with any support documentation to:

Mr. Donald A. Gray, CPPB
Director of Purchasing
McHenry County Administration Building
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and

materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by **2:00 p.m. (CST) on March 21, 2014**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

PRICING

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

SPECIFICATIONS

PURPOSE:

McHenry County invites qualified insurance Brokers who possess the experience, capability and expertise in the area of various commercial insurance markets including, but not limited to, property, general liability, auto liability, and workers' compensation, to submit proposal to serve as Broker to McHenry County. The purpose of this process is to select the Insurance Broker that can offer the highest quality services to the County at a competitive price.

SCOPE OF SERVICES:

McHenry County Risk Management is seeking qualifications for insurance brokers/consultants for its general liability, property, casualty, umbrella, workers' compensation, auto, and other insurance coverage. In order to implement these programs, the Broker/Consultant will be expected to:

1. Assign experienced staff immediately upon proposal acceptance to assess McHenry County's operational risks and provide recommendations regarding the appropriate types of insurance, the levels of coverage necessary to protect the County from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium as such other factors the broker shall recommend.
2. Based on the insurance coverage selected by the County, organize, develop, present to markets the County insurance coverage requirements and obtain price quotes from responsible insurers for that coverage. Evaluate those quotes and present to Risk Management the package of insurance policy terms, conditions, and premiums that best reflects the goals and objectives of the County.
3. Represent the County, as directed, in any negotiations with insurers or prospective insurer and other parties regarding insurance matters.
4. Solicit quotes from multiple insurers at the time of any renewal upon request of the County.
5. Act as the liaison and advocate for the County with underwriters and claims staff.
6. Review contracts for adequacy and compliance with requested coverage and provide feedback as needed regarding management of risks.
7. Issue certificate of insurance as requested to third parties.
8. Administer claims submittals, if any, from the County in a manner best representing the interests of the County.
9. Answer coverage and program questions from the County in a timely manner.
10. Be responsible for notifying the County of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently.
11. Assess insurance company stability, solvency and service needs.
12. Participation in on-going meetings with Risk Management staff to review losses, safety recommendations, audit existing County insurance policies to determine adequacy of coverage and limits, appropriate deductible levels, overlap or gaps in coverage, restrictions in

coverage, and notify Risk Management of any new developments in the industry or markets generally that affect the County in any way or that impacts the insurance coverage or policies sought by the County.

13. Upon request, provide timely, verbal or written interpretation of coverage.
14. The primary account representative and other account team members shall be reasonably available to Risk Management and its staff to address questions related to this account.
15. Provide such other services related to the insurance coverage as Risk Management may reasonably request.
16. Coordination of appraisals of physical assets to determine proper insurable values, limits required and special terms required by the County.
17. Provide such other services related to the insurance coverage as the County may reasonably request.

TERMS OF CONTRACT:

Proposals for a one year agreement are being requested. Upon selection of the Insurance Broker, the County will enter into an agreement for a period of ONE YEAR base term starting 6/1/2014 to May 31, 2015 with an option for an additional ONE YEAR PERIOD June 1, 2015 to May 31, 2016. All costs will remain fixed for the term of the initial ONE YEAR term.

AWARD OF CONTRACT:

The County will award the contract in the manner which will obtain the highest quality professional services at the most competitive prices. Proposals will be evaluated using the criteria set below.

CONTENT/CRITERIA:

Proposal shall include the following information:

1. Describe your firm. Include the legal name and address of the main office and branch locations, number of employees, years in business, and designation of legal entity. Indicate whether your firm operates independently or, if your firm is wholly owned subsidiary or affiliate of a parent company, identify the parent company. Include whether you are a broker-dealer or other type of financial institution.
2. Identify the specific individuals who will be assigned to this engagement, their representative roles, and office location. In brief resumes describe each individual's relevant experience and areas of expertise.
3. Provide five (5) clients with insurance need similar to the County, which may include governmental entities and financial institutions. Describe your firm's specific experiences providing services to each of those clients. Provide contact information to enable the County to contact those accounts as references.
4. Describe the process your company will use to prepare the bid specifications that will be sent out to prospective counterparties. Summarize the bidding process including your role after the bids are taken through to closing on the agreements.

5. Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that your firm has been subject to within the last three (3) years involving services your firm provided as an insurance broker. Please describe each regulatory proceeding in detail and any litigation or arbitration proceedings resulting in judgments, settlements, or damage claims (for those matters not yet resolved) in excess of \$25,000.00.
6. Provide evidence that the broker and persons performing the work for the County maintain all Illinois licenses in order to broker the insurance sought pursuant to the RFQ.
7. Please summarize any additional information regarding your firm that the County should consider in making its decision.
8. If your firm will utilize the services of a co-broker or sub-broker, identify the firm or firms that will provide those services, describe the specific services to be provided by each broker, how fees and commissions will be allocated and your firm's historic relationship with each co-broker or sub-broker.
9. Present the case the selection of your firm as the County's insurance broker. Please do not repeat the information provided above. Instead, use this opportunity to share with the County the unique qualifications, experience, approach, background, or other characteristics of your firm that make it the best choice for McHenry County. Among other things these characteristics may include the firm's presence in the Illinois marketplace, the firm's status as a minority or woman owned firm, special services your firm provides that others do not, particular insights into the County that will enhance your firm's ability to serve the County, special technologies offered by your firm or other characteristics of your firm that makes it the County's best choice. Please include any suggestions for innovative ideas or suggestions for ways to provide the Scope of Service in a convenient, efficient and cost-effective manner.

THIS PAGE IS MANDATORY.

PROPOSAL FORM

WE, _____, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL IN ACCORDANCE WITH THE SPECIFICATIONS CONTAINED HEREIN.

PROPOSED TOTAL GUARANTEED FLAT FIXED FEE \$ _____

(Written dollar amount)

PROVIDE BREAK-DOWN OF YOUR FLAT FIXED FEE: (use additional sheet if necessary)

PROVIDE ALTERNATIVE FEE STRUCTURES: (use additional sheet if necessary)

WE ALSO CERTIFY THAT THIS WRITTEN PROPOSAL IS VALID FOR 120 DAYS FROM THE DAY OF THIS PROPOSAL AND THE ATTACHED INFORMATION IS RECEIVED AND FILED BY THE COUNTY OF MCHENRY.

**Please list below other costs that may be associated with this service or used additional sheets if necessary:

Estimated start date after receipt of purchase order/contract: # _____ days.

Estimated time of completion: # _____ days

REFERENCES

AUTHORIZED NEGOTIATORS:

Name: _____
Phone # _____
Title: _____

Name: _____
Phone # _____
Title: _____

THIS PAGE IS MANDATORY.

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

THIS PAGE IS MANDATORY.

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL
DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE**

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. _____ Yes _____ No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) _____ Yes _____ No

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> *Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care
Services Provider Corporation | |

*State full names, titles and addresses of all responsible principles and/or partners below;

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State, and Zip Code)

(By Printed Name and Signature)

(Title)

(Witness Signature)

(Title)

(Telephone No)

(Fax No)

(Date)

End of Document

Exhibit "A"

**2013 COUNTY OF McHENRY PROPERTY
BUILDING DESCRIPTIONS/STATEMENT OF VALUES
CBIZ Company Valuation Date July 30, 2013**

Building	Year Built	Building Construction	Square Footage	Premises Protection	Occupancy	Business Personal Property	Site Improvements	Building Value	Totals
Government Center including Adult Correctional Facility 2200 North Seminary Avenue	1972 1989 1992	Masonry-face brick on concrete block backing	3 stories & basement 396,307	80% Sprinkler Protected Wet type sprinkler system with alarm valve, piping & heads	Courts, Offices, Sheriff's Dept & Adult Correctional Facility	16,502,400	181,800	138,246,700	154,930,900
Government Center-Radio Tower 2200 North Seminary Avenue	1972	Free standing, solid Pyrod steel tower-3 legged base	200 feet tall		Tower & Radio Equipment	-	2,400	518,600	521,000
County-Throughout			SANS network storage	Leased Computer Equipment Computer	Telephone System E 9-1-1 Misc	10,371,300	-	-	10,371,300
County-Throughout				Computer wiring and switches for computer closets		2,055,400	-	-	2,055,400
Administration Building 667 Ware Road	2003	Masonry-face brick on concrete block backing	2 stories & 1/2 basement 72,487	Wet type sprinkler system with alarm valve, piping & heads	Offices	2,501,700	67,200	14,343,000	16,911,900
Administration Building Shelter 667 Ware Road	2005	pre-fab steel & glass assembled on site	1 story 100	None	Employee smoking shelter	-	-	6,100	6,100
Annex A 2200 North Seminary Avenue	1986	Masonry-face brick on concrete block backing	2 stories 24,624	Wet type sprinkler system with alarm valve, piping & heads	Offices & Motor Pool Garage	1,073,500	11,500	4,312,300	5,397,300
Annex B 2200 North Seminary Avenue	1963	Masonry-face brick on concrete block backing	1 story 6,800	Smoke detectors	Offices & Clinics Sheriff's Training	605,000	2,300	1,202,900	1,810,200
Sheriff's Dept Evidence Bldg/lot 15671 Nelson Road	1990	Frame-enameled metal panels on grits	1 story 8,000	Security Alarm Smoke & Heat detectors	Storage	118,700	34,200	683,000	835,900
Evidence Storage lot Shed #1 15671 Nelson Road	1995	Frame-painted wood siding on wood studs	1 story 120	None	Storage	5,300	-	2,400	7,700
Evidence Storage lot Shed #2 15671 Nelson Road	2005	Frame-painted wood siding on wood studs	1 story 120	None	Storage	1,100	-	2,400	3,500
Valley Hi Nursing Home 2406 Hartland Road	2006	Masonry-face brick on concrete block backing	3 story 68,992	Wet type sprinkler system with alarm valve, piping & heads	Nursing Home	1,366,000	60,400	16,670,200	18,096,600
Storage-Garage 2400 Hartland Road	1985	Frame-enameled metal panels on grits	2,112	None	Storage	10,600	-	106,900	117,500
Well House #1 2400 Hartland Road	1985	Frame-enameled metal panels on grits	624	None	Well	-	-	221,700	221,700
Well House #2 2406 Hartland Road	2006	Frame-wooden vinyl siding	180	None	Well	-	-	222,700	222,700
Division of Transportation (McDOT) 16111 Nelson Road	2001	Steel Pre-fab with concrete foundation	1 story 48,800	remaining smoke & heat detection vehicle storage-sprinkled	Offices, Garage, & Storage	3,014,900	57,000	4,322,400	7,394,300

Building	Year Built	Building Construction	Square Footage	Premises Protection	Occupancy	Business Personal Property	Site Improvements	Building Value	Totals
McDOT Fire Pump House 16111 Nelson Road	2001	metal siding on metal studs	192	None	Fire Pump	-	-	165,500	165,500
McDOT Salt Dome 16111 Nelson Road	2001	Concrete foundation with wooden frame	7,860	None	Salt Storage	-	-	334,600	334,600
McDOT Salt Conveyor/Shed 16111 Nelson Road	2001	Fire resistant	100	None	Salt Conveyor	-	-	11,400	11,400
McDOT Chemical Mixing Building 16111 Nelson Road	2005	Frame Construction	384	None	Chemical Mix	47,700	-	58,400	106,100
McDOT Cold Storage 16111 Nelson Road	2006	Pole frame	10,800	Protective Linear heat detection	Cold equipment Storage	84,900	-	590,100	675,000
McDOT Storage Shed 16111 Nelson Road	2001	metal siding on wood studs	576	None	storage shed	2,100	-	17,600	19,700
Woodstock 11910 Catalpa Lane Woodstock		Lessor: Crown Castle		Sheriff's Office primary StarCom21 System site	Sheriff's Dept radio equip on tower	509,600	-	-	509,600
Crystal Lake 180 E Crystal Lake Rd Crystal Lake		Lessor: AAT Communications			Sheriff's Dept radio equip on tower	256,800	-	-	256,800
Ridgefield (McHenry) 5911 Hill Street McHenry		Lessor: American Tower			Sheriff's Dept radio equip on tower	256,800	-	-	256,800
Alden (Harvard) 20110 Hebron Rd Harvard		Lessor: Crown Castle			Sheriff's Dept radio equip on tower	256,800	-	-	256,800
Harmony Rt 20/on ramp for I90 Hampshire		Lessor: Tollway Authority			Sheriff's Dept radio equip on tower	256,800	-	-	256,800
Spring Grove 2319 Pierce Drive Spring Grove		Lessor: Village of Spring Grove			Sheriff's Dept radio equip on tower	256,800	-	-	256,800
Union 7307 S Union Rd Union		Lessor: American Tower			Sheriff's Dept radio equip on tower	256,800	-	-	256,800
Dental Clinic 237 Main Street	leased space	Joisted Masonry			Clinic	136,300	-	-	136,300
Workforce Network 500 Russel Court		Masonry & frame			Office	307,200	-	690,000	997,200
Workforce Network 500 Russel Court-Shed		Wooden Frame	90		Storage	2,600	-	3,000	5,600
Throughout County				Sheriff's Dept, McDOT & Facilities Mgmt equipment	Equipment throughout County	2,301,700	-	-	2,301,700
Traffic Signal			Traffic control boxes	Traffic signal mast arm; signal post; & highway street lights	Equipment throughout County	4,040,400	-	-	4,040,400

Building	Year Built	Building Construction	Square Footage	Premises Protection	Occupancy	Business Personal Property	Site Improvements	Building Value	Totals
Sheriff's Dept-Shoot Range 16111 Nelson Road	1990	Modular Trailer	1,680	Heat detection	Shooting Range training facility	6,300	-	172,100	178,400
Sheriff's Dept-Marine Unit Facility 2910 W State Park Rd McHenry	2005	Wooden Frame	840	None	Seasonal Office	6,300	-	48,400	54,700
Animal Control & Clinic 100 Virginia Rd Crystal Lake	1980	brick on concrete block concrete block	16,262	100% Sprinkled	Animal Shelter Clinic & Offices	250,100	39,900	2,828,200	3,118,200
County Clerk's Election Building	2000	metal siding on metal studs	1 story 2,520	security system	election equipment storage	12,700	-	217,600	230,300
Election Equipment Throughout County			voting equipment	voting machines, laptop computers, ballot boxes	election equipment throughout County	3,286,100	-	-	3,286,100
Cold Storage #1 Route 47 & Ware Road	1970	metal siding on wood studs	5,936 1 story		vehicle/trailer/out of season storage	10,600	-	300,600	311,200
Cold Storage #2 Route 47 & Ware Road	1970	metal siding on wood studs	1,320 1 story		out of season equipment storage	-	-	71,400	71,400
Treasurer's Office 2110 N Seminary Ave	1978	steel frame structure with brick veneer masonry	2,088 3,703 basement	100% Sprinkled extensive security camera system	Office	176,000	17,100	660,200	853,300
Archive Building 15615 Nelson Road	2011	pre-fab metal sided & roof	15,000 1 story	100% Sprinkled heat & smoke detectors	Storage	102,700	79,600	838,800	1,021,100
Wastewater Reclamation/Reuse System 2406 Hartland Rd	1997	2-joisted masonry brick on concrete block	1 story		design max 35,000 GPD average flow 11,000 GPD	-	17,000	135,600	152,600
Wastewater Reclamation/Reuse System 2406 Hartland Rd	1997				Primary Lagoon aerated treatment lagoon	-	-	228,100	228,100
Wastewater Reclamation/Reuse System 2406 Hartland Rd	1997				storage second Lagoon reservoir lagoon	-	-	584,200	584,200
Wastewater Reclamation/Reuse System 2406 Hartland Rd	1997				Irrigation pump station	-	-	79,100	79,100
Wastewater Reclamation/Reuse System 2406 Hartland Rd	1997				grinder pump station	-	-	63,400	63,400
Wastewater Reclamation/Reuse System 2406 Hartland Rd	1997				value vault	-	-	14,000	14,000

Building	Year Built	Building Construction	Square Footage	Premises Protection	Occupancy	Business Personal Property	Site Improvements	Building Value	Totals
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TOTALS	\$ 50,450,000	\$ 570,400	\$ 188,973,600	\$ 239,994,000
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Vehicles				Per Policy/on file					12,096,665
Extra Expense				All Locations					8,670,000

GRAND TOTALS	\$ 50,450,000	\$ 570,400	\$ 188,973,600	\$ 260,760,665
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The undersigned declares that to the best of his knowledge, the information set forth is true and complete.

Signature of Authorized Official

Deputy County Administrator
Title

Date