

REQUEST FOR PROPOSAL for Provision of Insurance Broker/Consultant Services

Date: March 28, 2023

RFP Number: RFP01-2023

Purpose:

This Request for Sealed Proposal (RFP) is for the purpose of contracting with a qualified firm to provide Insurance Broker/Consultant Services for a governmental entity as a service to the McHenry County Mental Health Board (MHB) 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 (1) year and an option for each of three (3) additional years.

McHenry County Mental Health Board was established by referendum under state statute (405 ILCS 20/), organized under the Federal Employer Identification Number of the County of McHenry. Current named insured for coverage referred to herein is the McHenry County Mental Health Board.

Vendor's proposal should provide the best service available at the lowest possible costs. It is the expectation of the MHB that said services are performed only as approved in the insurance broker/consultant services RFP proposal and as outlined in a correspondingly negotiated contract; and that service performed outside the accepted proposal and contract, unless formally negotiated with and approved by the MHB, is at the cost of the respondent.

Vendor needs to express a willingness to sign a Business Associate Agreement protecting the disclosure of information.

The MHB reserves the right to not select a vendor for this proposal, or to submit a new RFP for re-defined services. The MHB also reserves the right to begin negotiations with a selected vendor for all or part of the proposal components based on its selection criteria.

Background:

The McHenry County Mental Health Board (MHB) receives its mandated responsibilities from 405 ILCS 20, Section 0.1, et. seq., as amended, entitled the Community Mental Health Act. The McHenry County Mental Health Board is a nine (9) member board appointed by the County Board. One member is an elected County Board liaison. The MHB has several key mandated responsibilities, such as, but not limited to the following:

- To receive federal, state, and local funds for the purpose of mental health, developmental disability, and substance abuse services;
- To establish an overall plan for the delivery and operation of mental health, developmental disability, and substance abuse services within McHenry County;
- To arrange for the provision of services and operations of facilities by provider organizations;
- To review and evaluate community based services;
- To review and comment on all applications to state and federal sources involving mental health, developmental disability, and substance abuse services;

The MHB’s mission is "To lead and contract for quality behavioral health (mental health and substance use disorder) and intellectual/development disability prevention and treatment services for all people of McHenry County, Illinois."

The MHB is primarily funded through a local tax levy, established by referendum, through the Community Mental Health Act. The MHB had an overall budget of \$11.6 million for its fiscal year 2023 which funds services through 30 organizations serving adults, children and seniors with mental health, substance use, and development disabilities, including traumatic brain injury, autism and prevention services. The MHB may also utilize funds to support community development, coordination of care, administrative functions, and capital expenses. The MHB budget consists of primarily local property tax revenue and may also include Federal, state and/or local funding. MHB has Lease Agreements with a number of 501(c)3 or 501(c)6 agencies allowing them to use space in MHB’s building.

The MHB currently utilizes a professional and office staff of ten FTE’s. MHB is one of the largest and most comprehensive local mental health authority (708 Board) in Illinois and is located in Crystal Lake, McHenry County, Illinois. The most recent annual report and 3-year plan can be found on MHB’s website at www.mc708.org.

General Requirements:

Proposals should be emailed in PDF format with all required forms to MCMHBPurchasing@mc708.org. The required forms are attached at the end of this RFP document.

The McHenry County Mental Health Board will not fax the RFP to prospective vendors.

The McHenry County Mental Health Board will not be liable in any way for any costs incurred by respondents in replying to this RFP nor in preparing any requested cost proposals during the negotiations to perform such work.

Contact Person: Leonetta Rizzi, Executive Director, McHenry County Mental Health Board

Submission Date & Time: April 25, 2023, 3:00 p.m. Submittals received after the submittal time relative to this RFP will be rejected. The Mental Health Board’s anticipated schedule of events for the project is indicated below:

<u>Schedule of Events:</u>	
March 28, 2023	RFP Available
April 5, 2023	Vendors’ questions submitted via email to MCMHBPurchasing@mc708.org by 4:00 p.m. (CDT).
April 11, 2023	Answers to Vendors’ questions posted on the Mental Health Board website www.mc708.org . by 4:00 p.m. (CDT)
April 25, 2023	RFP due date and time: April 25 th , no later than 3:00 PM.(CDT). PDFs should be emailed to MCMHBPurchasing@mc708.org . Electronic bids only, no onsite bid opening.
April 26 – May 31, 2023	Evaluation, recommendation, award of contract and notification to successful vendor.

General Information:

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. **Award** will be based on the criteria set forth herein.

Evaluation of Proposal:

The proposals sent by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP. Evaluation of Proposals will be done by the Executive Director, Fiscal Operations Manager, and other designated McHenry County Mental Health Board staff. Proposals will be evaluated on experience in providing services of a similar nature, adherence to specifications set forth in this RFP, and price. Individual criteria may in all probability be assigned varying weights at the McHenry County Mental Health Board's discretion to reflect relative importance. Responding vendors are required to address each evaluation criteria in the order listed and to be specific in presenting their Proposal. See "RFP Submittal Requirements" at the end of this document for a breakdown of Proposal requirements.

Discussion of Proposal:

The McHenry County Mental Health Board staff may conduct discussions and/or interviews with vendors who submit an acceptable or potentially acceptable submittal. Responders 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 McHenry County Mental Health Board shall not disclose any information derived from one proposal to any other vendor other than as may be required by the Open Meetings Act or the Freedom of Information Act.

All vendors are advised that in the event of receipt of an inadequate number of submittals that, in the opinion of the McHenry County Mental Health Board, require no clarification and/or supplementary information, such submittals may be evaluated without further discussion. Hence, submittals should be initially issued in the most complete and favorable terms that firms are capable of offering to the McHenry County Mental Health Board.

Selection Procedure:

On the basis of evaluations, discussions, and, if applicable, interviews and presentations as requested by the McHenry County Mental Health Board, the McHenry County Mental Health Board under the process set forth in this RFP will select no less than three (3) vendors which it determines to be the most qualified to provide services for the project and rank them in order of qualifications to provide services regarding the specific project. The McHenry County Mental Health Board shall then contact the team ranked most preferred and attempt to negotiate a contract at a fair and reasonable compensation, taking into account the estimated value, scope, complexity, and professional nature of the services to be rendered. If fewer than three (3) first submit letters of interest and the McHenry County Mental Health Board determines that one or both of those firms are so qualified, McHenry County Mental Health Board may proceed to negotiate a contract as permitted.

Notice of Unacceptable Proposal:

When the Mental Health Board determines a vendor's submittal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its submittal.

Terms and Conditions:

Authority:

This RFP is issued pursuant to applicable provisions of the McHenry County Mental Health Board Purchasing Policy approved August 28, 2018. All documents and communications relative to this RFP and any resulting contract shall be submitted to the Executive Director of the McHenry County Mental Health Board or the Executive Director's designee.

Reserved Rights:

The McHenry County Mental Health Board reserves the right at any time and for any reason to cancel this RFP, to reject any or all proposals, or to accept an alternate proposal. The McHenry County Mental Health Board reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the McHenry County Mental Health Board has no less than ninety (90) days to accept.*** The McHenry County Mental Health Board may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. In the negotiation process, the McHenry County Mental Health Board may require submission of best and final offers.

Negotiations:

The McHenry County Mental Health Board 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 McHenry County Mental Health Board 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 McHenry County Mental Health Board as contractually binding on the successful vendor.

Incurred Costs:

The McHenry County Mental Health Board will not be liable in any way for any costs incurred by vendor in replying to this RFP.

Award:

It is the intent of the McHenry County Mental Health Board to award this RFP to the most responsible and responsive vendor whose proposal is determined to be the most advantageous to the McHenry County Mental Health Board, taking into consideration price and the evaluation criteria set forth herein below. Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and other information or factors deemed relevant by the McHenry County Mental Health Board shall be used in the final award decision.

Criteria for Selection:

All submittals in response to this RFP will be evaluated based on the following criteria:

1. Compliance with RFP
2. Qualifications and experience for the specific scope of services as set forth herein
3. Cost Proposal based on the contract description
4. References provided
5. Interviews, if conducted

Non-Discrimination:

The 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 with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, if applicable. 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 McHenry County Mental Health Board 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 McHenry County Mental Health Board 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 McHenry County Mental Health Board, the County of McHenry, the Corporate Authorities, and all County of McHenry or the McHenry County Mental Health Board elected or appointed officials, officers, employees, agents, representatives 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.

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 McHenry County Mental Health Board 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 actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the Executive Director of the McHenry County Mental Health Board. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the McHenry County Mental Health Board.

Addendum:

Should the vendor require any additional information about this RFP, please email MCMHBPurchasing@mc708.org, and reference RFP in question, questions should be submitted 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. All addenda are posted on the McHenry County Mental Health Board's website at www.mc708.org. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this RFP 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 a bidder to improperly submit a submittal.

Taxes:

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

Payments:

Unless otherwise agreed in writing with the MHB the vendor shall furnish the McHenry County Mental Health Board with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

Qualifications:

Each vendor 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 vendor 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.

Vendor Responsibilities:

The selected vendor will be required to assume responsibility for all services offered in this proposal. The McHenry County Mental Health Board 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 potential inability to comply with this requirement should be fully explained in the proposal and will be considered in any final negotiations.

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

Interpretation or Correction of Request for Proposal:

Vendors shall promptly notify the Executive Director of the McHenry County Mental Health Board of any ambiguity, inconsistency or error which they may discover upon examination of the RFP.

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

Law Governing:

Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois. Venue for disputes will be McHenry County, Illinois.

Recourse for Unsatisfactory Materials:

Payment shall be contingent upon the McHenry County Mental Health Board'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 McHenry County Mental Health Board's satisfaction by the successful bidder at no additional charge.

Cancellation:

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The McHenry County Mental Health Board 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 McHenry County Mental Health Board deems the vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellation shall not limit the McHenry County Mental Health Board'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 McHenry County Mental Health Board 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 McHenry County Mental Health Board thirty (30) days after written notification of termination from the McHenry County Mental Health Board.

Rejection of Bids, Waiver of Irregularities:

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

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 is (are) acceptable to the McHenry County Mental Health Board, 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 Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:
\$1,000,000 per occurrence and \$2,000,000 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:
\$500,000 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 \$1,000,000 for each incident.
- (d) Professional Liability Insurance with \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Certificates of Insurance:

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

- (a) The McHenry County Mental Health Board 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 thirty (30) 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 McHenry County Mental Health Board 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) Have the McHenry County Mental Health Board, the County of McHenry named as an additional insured and the address for certificate holder ***must read*** exactly as:

McHenry County Mental Health Board
620 Dakota Street
Crystal Lake, IL 60012

and

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

- (e) Subcontractors, if any, comply with the same insurance requirements.
- (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County Mental Health Board
620 Dakota Street
Crystal Lake, IL 60012

The McHenry County Mental Health Board shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificate evidencing renewals or changes to said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies.

The McHenry County Mental Health Board and the County of McHenry, shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance provided by the successful proposer shall be primary and non-contributory to any other coverage provided to the McHenry County Mental Health Board and the County of McHenry.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The McHenry County Mental Health Board 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 and the McHenry County Mental Health Board, 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 McHenry County Mental Health Board, the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

Choice of Law and Venue:

Any disputes under a resulting contract, will be resolved in the County of McHenry, Illinois. Any resulting contract shall be governed under the laws of the State of Illinois.

Specifications

The McHenry County Mental Health Board invites qualified insurance Brokers/Consultants who possess the experience, capability, and expertise in the area of commercial insurance markets including, but not limited to, property, general liability, auto liability, workers compensation, umbrella, professional, directors/officers and other insurance coverage to submit a proposal to serve as Broker/Consultant to McHenry County Mental Health. The purpose of this process is to select the Insurance Broker/Consultant that can offer the highest quality services to the McHenry County Mental Health Board at a competitive price. The successful Broker/Consultant will accomplish the placement of the insurance coverage as directed by the McHenry County Mental Health Board for the policy period year beginning on December 1, 2023. It is expected that this relationship would be renewed for three (3) successive policy periods as long as performance is satisfactory to the McHenry County Mental Health Board and funds to support the program are available. Renewal opportunities are subject to termination without cause and without penalty within 90 days after appointment of McHenry County Mental Health Board members by the McHenry County Board.

The successful Broker/Consultant will provide recommendations on types of coverage and alternative coverage and/or retention limits consistent with the McHenry County Mental Health Board’s risk management philosophy. The current coverage, limits, and retentions for the MHB can be summarized as follows:

COVERAGE	POLICY LIMITS	RETENTION
Commercial Property		
Blanket Business Income	\$750K; 100% co-insurance	
Building	\$6,524,200; replacement cost; 100% co-insurance	\$5,000 deductible
Blanket Business Personal Property	\$432,640; replacement cost; 90% co insurance	\$5,000 deductible
General Liability		
Commercial General Liability	\$1M/occurrence, \$2M aggregate	

Hired & Non-owned Automobile Liability	\$1M Each Accident	
Hired Physical Damage Comprehensive	\$50,000	\$1,000 deductible
Hired Physical Damage Collision	\$50,000	\$1,000 deductible
Inland Marine		
Valuable Papers & Records	\$250K	
Data processing	\$230K	\$1,000 deductible
Commercial Crime	\$100,000 employee dishonesty	\$1,000 deductible
	\$100,000 computer fraud	\$1,000 deductible
	\$100,000 funds transfer fraud	\$1,000 deductible
Employee Benefit Liability	\$1M/\$1M aggregate	\$1,000
Umbrella	\$10M aggregate limit	
Workers Comp	\$500K each accident/employee; \$500K policy limit	
Professional Liability	\$5M/claim; \$5M aggregate and sexual misconduct \$1M/claim, \$1M aggregate	
Cyber Liability	\$1M aggregate	\$5,000
Directors & Officers Liability	\$5M/policy period	\$10,000

Scope of Services:

McHenry County Mental Health Board (MHB) is seeking proposals for insurance broker and consulting services in connection with the administration of its insurance program, including, but not limited to the placement and administration of insurance policies providing coverage for its general liability, property, casualty, umbrella, workers' compensation, auto, professional liability, director/officer, and other insurance coverage. In order to implement the MHB's insurance programs, the Broker/Consultant will be expected to:

1. Assign experienced staff immediately upon proposal acceptance to assess McHenry County Mental Health Board's operational risks and provide recommendations regarding the appropriate types of insurance, the levels of coverage necessary to protect the MHB from reasonable risks, the levels of deductible for each policy to provide the best balance of risk limitation and lower premium and such other factors the broker shall recommend.
2. Based on the insurance coverage selected by MHB, organize, develop, present to markets the MHB insurance coverage requirements and obtain price quotes from responsible insurers for that coverage. Evaluate those quotes and present to MHB the package of insurance policy terms, conditions, and premiums that best reflects the goals and objectives of MHB.
3. Represent MHB, as directed, in any negotiations with insurers or prospective insurer and other parties regarding insurance matters.
4. During the term of the contract provide claims administration and consulting services for all MHB policies.
5. Solicit quotes from multiple insurers at the time of any renewal upon request of MHB.

6. Act as the liaison and advocate for MHB with underwriters and claims staff.
7. Review contracts for adequacy and compliance with requested coverage and provide feedback as needed regarding management of risks.
8. Issue certificate of insurance as requested to third parties.
9. Administer claims submittals, if any, from MHB in a manner best representing the interests of MHB.
10. Answer coverage and program questions from MHB in a timely manner.
11. Be responsible for notifying MHB of invoicing of premiums for all outstanding policies to assure that no policy lapses inadvertently.
12. Respond to MHB's questions regarding recommended coverage limits and presentation on Certificates of Insurance submitted by contracted providers to MHB.
13. Assess insurance company stability, solvency and service needs.
14. Participation in on-going meetings with MHB staff to review losses, safety recommendations, audit existing MHB insurance policies to determine adequacy of coverage and limits, appropriate deductible levels, overlap or gaps in coverage, restrictions in coverage, and notify MHB of any new developments in the industry or markets generally that affect MHB in any way or that impacts the insurance coverage or policies sought by the MHB. On-site and after-hours meetings may be required.
15. Upon request, provide timely, verbal or written interpretation of coverage.
16. The primary account representative and other account team members shall be reasonably available to MHB and its staff to address questions related to this account.
17. Provide such other services related to the insurance coverage as MHB and/or its Executive Director may reasonably request.
18. Coordination of appraisals of physical assets to determine proper insurable values, limits required and special terms required by MHB.

Terms of Contract:

Proposals are for insurance broker and consulting services in connection with the placement of insurance coverage for the policy period December 1, 2023, to December 1, 2024, with an option for three (3) additional successive one year policy terms to December 1, 2027, as long as performance is satisfactory to MHB and funds to support the program are available. Renewal opportunities are subject to termination without cause and without penalty within 90 days after appointment of McHenry County Mental Health Board members by the McHenry County Board. It is understood that McHenry County Mental Health Board has the right to issue an RFP for the placement of insurance coverage for any successive policy period not awarded to proposer.

All costs will remain fixed for the term of the initial ONE (1) YEAR policy term.

RFP Submittal Requirements:

The following submittal format must be adhered to for your proposal to be considered complete:

PDF file provided electronically of the completed proposal shall include the following:

- a. Title Page - should include the RFP title, vendor name, contact person, contact information.
- b. Table of Contents
- c. Completed Vendor Certification forms (Exhibit D)
- d. Certification that the person signing the proposal is entitled to represent the vendor, empowered to submit the RFP, and authorized to sign a contract with the MHB. (Exhibit E)
- e. Detailed Proposal
 1. Organization, Size, Structure, and Areas of Practice:

Describe your firm. Please describe organization, size, structure, and areas of practice. Include the legal name and address of the main office and branch locations. Include the number of employees, years in business, and designation of legal entity. Indicate whether your firm operates independently or, if your firm is a 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. Indicate, if appropriate, if the firm is a small or minority/owned business. Indicate if your firm brokers insurance via Risk Management Pools.
 2. Insurance Broker/Consultant Experience:
 - i. Summary of experience in providing insurance broker and consultation services:

Provide three (3) clients with insurance needs similar to MHB. At least one must be governmental and with preference to governmental and/or behavioral healthcare industry for the other two. Describe your firm's specific experiences providing services to each of those clients. Provide contact information to enable MHB to contract those accounts as references.
 - ii. Identify the specific individuals who will be assigned to this engagement, their representative roles, and the office location. In brief resumes describe each individual's relevant experience and areas of expertise.
 - iii. Summary of experience and resources related to the following types of services
 1. Units of government
 2. Behavioral healthcare services
 3. Additional areas of expertise as they may relate to those listed in the scope of services.
 - iv. Summary of recent and relevant contractual services provided (within past 5 years)
 - v. Summary of recent and relevant litigation filed against RFP applicant (within past 5 years):

Provide a summary of any litigation, arbitration and regulatory proceedings, pending, adjudicated or settled that your firm has been subject to within the last five (5) 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.
 - vi. Provide evidence that the broker and persons performing the work for MHB maintain all Illinois licenses in order to broker the insurance sought pursuant to the RFP.

- vii. Qualifications (Exhibit C – **Mandatory** – Resumes and Qualifications)
3. Proposed service methodology
 - i. Please summarize how services are accessed and provided. This includes methods of correspondence, accessibility and supervision. Please outline the organizational structure, what resources will be available to the MHB, and what percentage of your current business this may represent.
 - ii. 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. Indicate whether Risk Management Pools would be considered and why or why not.
 4. Use of co-broker or sub-broker

MHB prefers to avoid co-broker or sub-broker situations. 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, how fees and commissions will be allocated, and your firm’s historic relationship with each co-broker or sub-broker.
 5. Itemization of costs/cost proposal
 - i. Outline/matrix of proposed rates as they relate to various broker and consulting services. This should include if there is any variance in rates for various types of service. If broker accepts commissions and/or contingent commissions, please disclose and explain how that is calculated into your proposed rates.
 - ii. Brief summary of rate and billing methodology. The MHB reserves the right to negotiate with the selected vendor on the structure of the billing.
 - iii. Include anticipated changes to costs for optional years two through four.
 6. Summarize any additional information regarding your firm that MHB should consider in making its decision.
 7. Present the case for the selection of your firm as MHB’s insurance broker. Please do not repeat the information provided above. Instead, use this opportunity to share with MHB the unique qualifications, experience, approach, background, or other characteristics of your firm that make it the best choice for MHB. Among other things these characteristics may include the firm’s presence in the Illinois marketplace, special services your firm provides that others do not, particular insights into the MHB that will enhance your firm’s ability to serve MHB, special technologies offered by your firm or other characteristics of your firm that makes it MHB’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.
 8. References/Engagements: At least three (3) references or engagements for similar or related organizations including the following information: (Exhibit B)
 - i. Name of Client Government/ Organization /Business.
 - ii. Name of contact including position, phone, and e-mail.
 - iii. Nature of services provided.
 - iv. Number of years of experience with your firm.
 - v. Confirmation that this reference is aware that they may be contacted and will be able to speak to their satisfaction and overall experience in working with your firm.

Mandatory Documents:

Exhibit A: Authorized Negotiators

Exhibit B: References (provide at least three (3) of which one (1) is governmental, you may not use the McHenry County Mental Health Board as a reference.

Exhibit C: Resumes and qualifications of key brokers/staff/consultants

Exhibit D: Incorporation Status

Exhibit E: Proposer's Certification

Exhibit F: Schedule of professional fees and expenses

EXHIBIT "A"
THIS PAGE IS MANDATORY

AUTHORIZED NEGOTIATORS:

Name _____ Phone # _____

Title: _____

Name _____ Phone # _____

Title: _____

EXHIBIT "B"

THIS PAGE IS MANDATORY

REFERENCES and ENGAGEMENTS WITH OTHER SIMILAR ENTITIES - List three (3) references for whom you have done similar work or service or to whom you have supplied similar products within the last 24 months. (Only correct contact names and phone numbers will be acceptable.)

Entity:
Address:

Contact Person and phone #/e-mail:
Number of years of experience with your firm:
Confirmation that client can be contacted:

Nature of service provided:

Entity:
Address:

Contact Person and phone #/e-mail:
Number of years of experience with your firm:
Confirmation that client can be contacted:

Nature of service provided:

Entity:
Address:

Contact Person and phone #/e-mail:
Number of years of experience with your firm:
Confirmation that client can be contacted:

Nature of service provided:

EXHIBIT "D"

THIS PAGE IS MANDATORY

**INCORPORATION STATUS: RUBBER STAMPED OR TYPED SIGNATURE
WILL DISQUALIFY YOUR PROPOSAL – 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

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

FEIN _____

- | | |
|--|------------------------------|
| ____ Individual | ____ Real Estate Agent |
| ____ Sole Proprietorship | ____ Government Entity |
| ____ *Partnership | ____ Tax Exempt Organization |
| ____ **Corporation | (IRC 501(a) only) |
| ____ Not-for-Profit Corporation | ____ Trust or Estate |
| ____ Medical and Health Care Services Provider Corporation | |

*State full names, titles and addresses of all responsible principles and/or partners on attached sheet.

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State and Zip Code)

(By Signature) (Title)

(Witness Signature) (Title)

(Telephone No.) (Fax. No.)

EXHIBIT "E"
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 90 days in order to allow the McHenry County Mental Health Board 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 McHenry County Mental Health Board 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 Signature and Printed Name)

(Title)

(Date)

(Witness Signature)

(Title)

(Date)

(Telephone No)

(Fax No)

EXHIBIT "F"
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 90 DAYS FROM THE DAY OF THIS PROPOSAL AND THE ATTACHED INFORMATION IS RECEIVED AND FILED BY THE MCHENRY COUNTY MENTAL HEALTH BOARD.

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

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

Estimated time for placement of policies: # _____ days

INCLUDE ADDITIONAL SHEETS FOR OPTIONAL YEARS

End of Document