



JOLIET JUNIOR COLLEGE
—1901—

REQUEST FOR PROPOSAL
#R 14004

**Educators Legal Liability Insurance Policy Plan
Purchase**



Joliet Junior College Educators Legal Liability Insurance

RFP Opening April 29, 2014 at 2:00 PM

Background

Joliet Junior College is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined total of 17,706 full time and part time students enrolled in Spring 2013 classes on its main campus located within the city of Joliet, and its five extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

Vision Statement

Joliet Junior College, the nation's first public community college, will be a leader in teaching and learning, and the first choice for post-secondary education.

Mission Statement

Joliet Junior College enriches people's lives through affordable, accessible, and quality programs and services. The college provides transfer and career preparation, training and workforce development, and a lifetime of learning to the diverse community it serves.

I. SCOPE OF SERVICES

The Board of Trustees of Joliet Junior College (hereinafter, "JJC") is requesting proposals from insurers for services relating to the purchase of educator's legal liability insurance policy

Additional scope is discussed in the **SCOPE OF WORK** section of this proposal.



II. RFP SCHEDULE

Date (2014)	Event
April 14, 2014	Vendors contacted via email / advertised
April 18, 2014 @ Noon	Last date/time for submission of written questions via email to purchasing@jjc.edu
April 22, 2014 by end of day	Responses to questions emailed
April 29, 2014 by 2:00 P.M. CST	Proposals must be submitted to the Business & Auxiliary Service Office, Campus Center Building A, Room 3100, 1215 Houbolt Road, Joliet, IL 60431
April 30, 2014- May 7, 2014	JJC Evaluation Team reviews proposal
May 12 , 2014	Possible presentations by two top short-listed firms
June 10, 2014 Board Meeting	Notification of Award

III. INSTRUCTIONS TO VENDORS

ADVICE: The department responsible for this RFP is the Business and Auxiliary Services department located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be Janice Reedus, Director of Business & Auxiliary Services, A3102, and telephone (815) 280-6640; fax (815) 280-6631.

Questions concerning this RFP will be answered if sent to the Business & Auxiliary Services via email to purchasing@jjc.edu on or before April 18, 2014 at Noon.

All questions and answers will be published and provided to all potential suppliers by end of business day on end of business day on April 22, 2014.

SUBMISSION: the submission of a response shall be prima facie evidence that the supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.



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Faxed proposals ARE NOT acceptable. All RFP's must be submitted by the date and time of public opening (see above). RFP's must be submitted on the forms provided in a sealed envelope clearly marked (typed or blocking lettering only) with the vendor's name, return address, RFP for Claim Administrator for self-insured workers compensation claims, the opening date and time. An original and three (3) copies of the RFP shall be provided.

RFP's must be addressed to: Joliet Junior College, Janice Reedus, Director of Business & Auxiliary Services, Campus Center Room A3102, 1215 Houbolt Rd., Joliet, IL 60431-8938.

RFP's not submitted in the format as instructed by this RFP will not be accepted. Addendums to this RFP, once filed, may be submitted in a sealed envelope only, properly identified, prior to the opening hour.

Receipt of RFP / Late RFP: Sealed RFP's shall be received at the place and until the time indicated in this RFP. It is the sole responsibility of the vendors to ensure timely delivery of the RFP. JJC will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

RFP's received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals maybe withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Director of Business and Auxiliary Services or Joliet Junior College.

ADDENDA: The only method by which any requirement of this solicitation may be modified is by written addendum.

PROPOSAL DUE DATE: The proposal must be received on or before 2:00 P.M. on April 29, 2014 at the Business and Auxiliary Services Department, Campus Center, Room A3102, 1215 Houbolt Rd., Joliet, IL 60431-8938

INSURANCE:

The supplier performing services for JJC shall:

Maintain worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.



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Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.

Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

TAXES:

JJC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

INDEMNIFICATION:

The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the supplier.

DISCLOSURE:

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

TERM OF CONTRACT:

Any contract, which results from this RFP, shall be for a period of one year from the date of the contract award. Assuming continued availability of funding; JJC may, at its sole option and with the consent of the supplier renew the contract for up to an additional four (4) one-year terms.

BLACKOUT PERIOD:

After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of specifications, clarification of bid submission requirements or any information pertaining to prebid conferences. Such vendors making such request shall email Janice Reedes, Director of Business & Auxiliary Services, at purchasing@jjc.edu . No vendor shall visit or contact any



College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response

IV. GENERAL TERMS AND CONDITIONS

Applicability: These general terms and conditions will be observed in preparing the proposal to be submitted.

Purchase: After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business and Auxiliary Services.

Right to Cancel: JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

Dispute Resolution: JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

Costs: All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

Proprietary Information: Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.



Negotiation: JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

Award: The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from JJC.

Retention of Documentation: All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of JJC.

Opening of Proposals: Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

V. **FORMAT FOR RESPONSE**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

An original and three (3) copies of the proposal will be required. Each shall be submitted in a binder. The original copy should be so noted and signed

1. **Title Page**

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

2. **Table of Contents**

Clearly identify the materials by sections and page number(s).

3. **Letter of Transmittal**

Limit to one or two pages.

- a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.



- b. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.

4. Profile of the Vendor

Indicate the number of people in the organization and their level of experience and qualification and the percentage of their time that will be dedicated to this process.

- a. Provide a list of the vendor's top ten current and prior two-year clients indicating the type of services the organization has performed for each client.
- b. Submit independently audited financial statements (one copy only). Such information will be considered in strict confidence.
- c. Indicate any third-party firms involved with your program and state their role(s).

5. Scope Section

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.

6. Responses to Addendum

7. Prices Responses

8. Invoicing Procedure

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

9. Pro forma Contract

The terms and conditions included in the *Pro forma* Contract apply to any contract resulting from this RFP. In this section of your proposal state any clarifications to the proposed document and your reasons for clarifications. No exceptions are allowed. However, alternative suggestions are encouraged. Please list any alternative suggestions for improvement in costs and/or services provided as an alternative.

10. Bidder's Certification Statement



VI. EVALUATION

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include, but not be limited to, the following considerations:

1. The provider's ability to assist JJC in meeting the overall goals and to reduce JJC administrative costs associated with the procurement process.
2. The quality and range of services the firm proposes to provide.
3. The extent to which the goods or services meet JJC needs.
4. The firm's overall experience, reputation, expertise, stability and financial responsibility.
5. The vendor's past relationship with JJC, if any.
6. The experience and qualifications of the staff that will be assigned to service JJC's account.
7. The ability to provide service in an expedient and efficient manner.
8. Facilities (computerized information systems, access to industry facilities, quality and range of management reports, etc.) that will be used in auditing JJC's expenditures.
9. Vendor's financial terms offered to JJC.
10. The training options available.
11. The total, long-term cost to JJC to acquire the vendor's goods and services.
12. Any other relevant factor that a private business entity would consider in selecting a supplier.

EDUCATORS LEGAL LIABILITY INSURANCE

SCOPE OF SERVICES

Educators Legal Liability Insurance for the entities:

Joliet Junior College Community College District 525, 1215 Houbolt Road, Joliet, IL

Joliet Junior College Foundation, 1215 Houbolt Road, Joliet, IL

Policy Period:

July 1, 2014 – July 1, 2015 with options to renew for up to 2 additional years

Policy type:

Claims made-all inclusive coverage



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Coverage:	Limit	Retention	Separate Limit
D&O Not for Profit	\$6,000,000	\$25,000	Yes
Employment Practices	\$6,000,000	\$25,000	Yes
Aggregate Limit (for each policy year)	\$6,000,000		No

Endorsements:

Not for Profit Higher Education Organization	Included in D&O limit	Same as D&O	Same
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(Includes expanded definition of individual insured (including volunteers))

Include sub limits (if available) of the following

- Governmental funding defense cost coverage \$1,000,000
- Donor Dispute Arbitration Fund \$100,000
- Regulatory Fines and Penalties \$50,000

Expanded Definitions

- Wrongful Act
- Employment Practices Violation

	<u>One Year Only</u> 07/01/14-06/30/15	<u>Two Year Proposal</u> 07/01/15-06/30/16	<u>Three Year Proposal</u> 07/01/16-06/30/17
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Educators Legal Liability Insurance per specifications

With full prior acts included in coverage

	\$ _____	\$ _____	\$ _____
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Without prior acts included in coverage

	\$ _____	\$ _____	\$ _____
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Insurance carrier _____

A.M. Best rating _____



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Coverage:	Limit	Retention	Separate Limit
D&O Not for Profit	\$11,000,000	\$25,000	Yes
Employment Practices	\$11,000,000	\$25,000	Yes
Aggregate Limit (for each policy year)	\$11,000,000		No

Endorsements:

Not for Profit Higher Education Organization	Included in D&O limit	Same as D&O	Same
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(Includes expanded definition of individual insured (including volunteers))

Include sub limits (if available) of the following

- Governmental funding defense cost coverage \$1,000,000
- Donor Dispute Arbitration Fund \$100,000
- Regulatory Fines and Penalties \$50,000

Expanded Definitions

- Wrongful Act
- Employment Practices Violation

	<u>One Year Only</u> 07/01/14-06/30/15	<u>Two Year Proposal</u> 07/01/15-06/30/16	<u>Three Year Proposal</u> 07/01/16-06/30/17
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Educators Legal Liability Insurance
Per specifications

With full prior acts included in coverage	\$ _____	\$ _____	\$ _____
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Without prior acts included in coverage	\$ _____	\$ _____	\$ _____
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Insurance carrier _____

A.M. Best rating _____



ADDITIONAL INFORMATION:

Please click on the link below for Joliet Junior College's latest audit report

<http://www.jjc.edu/about/college-info/financial-services/Pages/financial-reports.aspx>

- Accredited by Higher Learning Commission
- No in-house counsel but work closely with a legal firm
- 92.9% of full time faculty are tenured (adjuncts not included in this calculation)
- Currently there is one employment related civil suit
- Involuntary terminations in 2013 - 7
- Involuntary terminations in 2012 - 4
- Annual turn-over percentage for 2013 was 6.5% , for 2012 turn-over percentage was 13.5%
- Childcare services provided
- Board Members are elected

TRAINING PROGRAMS:

New Employee Orientation

Mandatory EEO, Anti-Discrimination & Anti-Harassment

Diversity & Inclusion

Anti-Harassment

Search Committee Training

HIPPA (for HR staff)

Preventing Bullying in the Workplace

Job Description Training

Employee Expectations (Renaissance Center Staff)

Retirement Planning, 403b/457 & SURS

Stress Management

General Wellness

Safety (Sector Leader Training, Fire Extinguisher Training, Evacuation Commands, Proper Lifting, Evacuation Chair, AED, CPR)

Safe Zone Ally Training

Faculty Seminars

Employee appraisal/review



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- **MULTI-YEAR PROPOSALS WILL BE GIVEN PREFERENCE IF IN THE BEST INTEREST OF THE COLLEGE**
- **INDIVIDUAL APPLICATIONS WILL NOT BE FILLED OUT PRIOR TO THE AWARD**



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CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE RETURNED WITH YOUR PROPOSAL TO:

Joliet Junior College District #525
Director of Business & Auxiliary Services, A-3102
1215 Houbolt Road
Joliet IL 60431