



OFFICE OF WILL COUNTY EXECUTIVE

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2016-60 FREIGHT MOBILITY PLAN RFQ

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ADDENDUM 2

We received the following questions regarding the RFQ listed above:

Question 1: Where can I find the insurance requirements for an insurance certificate to include in our proposal for the subject project?

Response to Question 1: The Certificate of Insurance requested with the letter of interest should demonstrate coverage for:

1. General Liability
2. Professional Liability
3. Automobile Liability
4. Workers Comp

See following pages for [sample](#) of insurance coverage requirements.

Question 2: We're working through the RFP for the Will County Community Freight Mobility Plan. We had a few questions about the following Submittal Requirements:

One (1) original, Twelve (12) paper copies (plainly marked) and one (1) PDF copy on CD or USB must be included in the sealed response package.

Would you like us to produce a bound, full color copy and 12 B&W copies, 13 identical copies, 1 original and 12 copies with some pages removed, or something else entirely? Does Plainly Marked suggest bound with an identifying cover or is there another meaning?

Response to Question 2: The requirement in the RFQ is as stated ***One (1) original, Twelve (12) paper copies (plainly marked) and one (1) PDF copy on CD or USB must be included in the sealed response package.*** The original will be retained in the Purchasing Department, and all copies will be distributed to a Review Committee. Copies **must be complete and identical to the original**, with no pages removed. It is at your discretion as to whether you bind the original and/or the copies in full color or send B & W, but all must be clearly marked as "Original" and "Copy".

LIMITS OF INSURANCE

A. The Consultant shall not commence work under this agreement until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Illinois and shall name the County of Will as an additional insured. Self-insured Consultants shall submit an affidavit attesting to their self-insured coverage and shall name the County of Will as an additional insured.

B. Additional Insured

1. The following shall be Additional Insured's: County of Will, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

C. Commercial General Liability Insurance

During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Independent Contractor's Coverage;
3. Broad Form General Liability Extensions or equivalent; and
4. Per contract aggregate.

D. Professional Liability

During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

E. Automobile Liability Insurance

During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

F. Workers Compensation

During the life of this agreement the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Illinois, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the State of Illinois, that Contractor shall show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

EXAMPLE 2

Insurance. Insurance specified in this RFQ document and the contracts shall conform to and shall be insured by companies meeting the criteria outlined below.

- a. Insurance shall be countersigned by an agent licensed to do business in the State of Illinois.
- b. The County of Will shall be named as an additional insured.
- c. Surety must be permitted to do business in the State of Illinois and shall have been in business and have a record of successful, continuous operation for at least five years.
- d. The surety company shall have at least the following minimum rating as listed in Best's Financial Rating:
 - i. Financial Strength Rating of "A".

EXAMPLE 3

Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

1) Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate - \$2,000,000
 - Products – Completed Operations Aggregate - \$1,000,000
 - Personal and Advertising Injury - \$1,000,000
 - Damage to Rented Premises - \$50,000
 - Each Occurrence - \$1,000,000
- a. The policy shall be endorsed, as required by this written agreement, to include the State of Illinois, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Illinois, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non- owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Illinois, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
 - b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Illinois, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3) Workers' Compensation and Employers' Liability

- Workers' Compensation
- Employers' Liability

Statutory

- o Each Accident - \$1,000,000
 - o Disease – Each Employee - \$1,000,000
 - o Disease – Policy Limit - \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Illinois, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4) Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Illinois shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.