

Distribution  
County Board  
County Clerk  
County Administrator  
Purchasing Division  
Accounts Payable  
Human Resources

Agenda Item # 39

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF LAKE        )

COUNTY BOARD, LAKE COUNTY, ILLINOIS

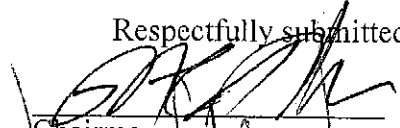
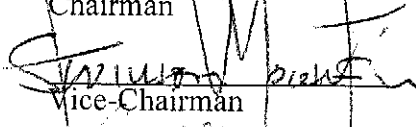
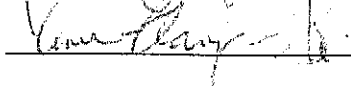
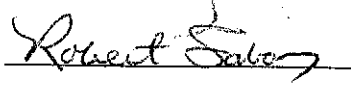
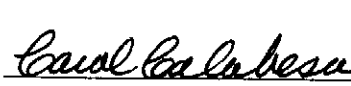
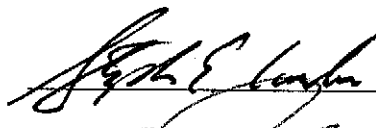
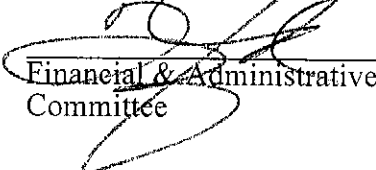
ADJOURNED REGULAR SEPTEMBER, A.D., 2006 SESSION

OCTOBER 10, A.D., 2006

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

Your Financial and Administrative Committee present herewith a Resolution authorizing the Purchasing Agent to enter into a contract with ING Employee Benefits, Lake Forest, Illinois for Group Term Life Insurance Services for a one year period plus renewals in the estimated amount of \$439,000.00 charging the costs thereof to Account No. 510-1430010-74020-000-000-000000; and request its adoption.

Respectfully submitted,

	Aye	Nay
Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice-Chairman	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
Financial & Administrative Committee		

RESOLUTION

WHEREAS, in accordance with Section 5-102 of the Lake County Purchasing Ordinance, proposals were called for by publication for Group Term Life Insurance Services for Lake County; and

WHEREAS, subsequent to said publication, request for proposals were extended to thirty-five (35) vendors; and

WHEREAS, sealed proposals were received from four (4) vendors and opened in the County Building, Waukegan, Illinois, on August 22, 2006 at 2:00 p.m. and;

WHEREAS, the Human Resources department reviewed all proposals; and

WHEREAS, in accordance with the Evaluation Criteria as established in the Request for Proposal the Human Resources department has determined that the proposal submitted by ING Employee Benefits is the most favorable proposal for Lake County and;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Purchasing Agent is hereby directed to enter into a contract with ING Employee Benefits, Lake Forest, Illinois, in the estimated amount of \$439,000.00 for a one year period plus renewals for Group Term Life Insurance Services, charging the costs to 510-1430010-74020-000-000-000-00000.

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 10th day of October, A.D., 2006.

**AGREEMENT #26081  
GROUP TERM LIFE INSURANCE PLAN  
FOR LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County (hereafter the "County") and ING Employee Benefits of Minneapolis, MN (ING), 100 Field Drive, Suite 250, Lake Forest, Illinois 60045 (hereafter the "Contractor").

**RECITALS**

WHEREAS, the COUNTY is seeking a contractor to provide Group Term Life Insurance program to eligible employees and dependents for Lake County Department of Human Resources; and

WHEREAS, the Contractor has the ability to provide Group Term Life Insurance as defined in the Agreement Documents; and

WHEREAS, the Lake County Central Services issued Request for Proposal Number 26081 in connection with this procurement; and

WHEREAS, the Lake County Department of Human Resources and the selection committee have determined that the Proposal submitted by the Contractor on August 22, 2006 best serves the interests of the County, and:

WHEREAS, the Lake County Board passed a resolution at its regular meeting on October 11, 2006, authorizing the Purchasing Agent to execute this Agreement; and

**NOW THEREFORE, the COUNTY and the CONTRACTOR agree as follows:**

**SECTION 1. AGREEMENT DOCUMENTS**

The AGREEMENT Documents which constitute the entire agreement between the County and the Contractor are:

- A. This AGREEMENT
- B. Request for Proposals (RFP) Number 26081 dated August 2006
- C. Contractor Response to Request for Proposals Number 26081 dated August 22, 2006.

In the event of conflict between the RFP as modified herein and the Response to Request for Proposals Number 26081, the provisions of the RFP as modified by this Agreement shall control.

**SECTION 2. SCOPE OF WORK**

The Contractor shall administer the Group Term Life Insurance program to eligible employees and dependents and provide employees the opportunity to purchase supplemental spouse and dependant insurance coverage.

**SECTION 3. DURATION**

This AGREEMENT shall be effective for one (1) plan years beginning January 2007 and ending

December 2007. Lake County reserves the right to extend this contract for four (4) additional, one (1) year periods, subject to acceptable performance by the Contractor. At the end of any contract term, Lake County reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place. For any year beyond the initial contract year, this contract is contingent upon the appropriation of sufficient funds.

**SECTION 4. INDEMNIFICATION**

The Contractor agrees to indemnify, save harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and 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 Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the Lake County, its agents, servants, or employees or any other person indemnified hereunder. This indemnification shall not create any third party rights nor shall it create or expand any insurance coverage of a policyholder that is not provided by the policy.

**SECTION 5. INSURANCE**

The contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- Workmen’s Compensation Insurance covering all liability of the Contractor arising under the Workmen’s Compensation Act and Workmen’s Occupational Disease Act; limits of liability not less than statutory requirements.
- Comprehensive Professional Liability in a broad form, to include, but not be limited to, coverage for the following where exposure exists: Errors and Omissions, limits of liability not less than:

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000

Contractor agrees that with respect to the above required insurance, Lake County shall:  
Be named as additional insured, by endorsement, as their interest may appear; and be provided with thirty (30) days notice, in writing by endorsement, of cancellation or material change;  
Be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

Gary L. Reis  
Lake County Central Services - Purchasing Division  
18 North County Street  
Waukegan, Illinois 60085-4350

**SECTION 6. AGREEMENT PRICE**

The County will pay to the Contractor the estimated amount of \$30,477.56 per year, based upon the following rate schedule:

**Basic Term Life and AD&D Insurance:**

Coverage	Rate/\$1,000	Volume	Monthly Cost
Basic Life	\$0.175	\$152,387,792	\$26,667.86
AD&D	\$0.025	\$152,387,792	\$3,809.69
Total Estimated Monthly Premium			\$30,477.56

**Supplemental Life with Portability:**

Age	Rate/\$1,000
<25	\$.05
25-29	\$.06
30-34	\$.08
35-39	\$.10
40-44	\$.15
45-49	\$.23
50-54	\$.36
55-59	\$.60
60-64	\$.92
65-69	\$1.65
70+	\$2.06

**Supplemental Dependent Life Insurance:**

Option	Rate/Per \$2,000
1	\$0.35

**SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW**

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

**SECTION 8. TERMINATION**

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract.

**SECTION 9. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the County.

**SECTION 10. JOINT VENTURES**

In the event of a joint venture is proposed, each party to the joint venture must meet all applicable requirements of the Request for Proposal.

**SECTION 11. RECORD KEEPING AND AUDITS**

Contractor shall maintain adequate records in such a manner that they may be audited, by or on behalf of the County, in progress and/or for three years following completion of the contract.

**SECTION 12. OWNERSHIP OF INFORMATION**

All information pertaining to membership, enrollment data, claims, financial information, or other contract information shall be strictly confidential and the sole property of Lake County. The Contractor shall return all information to the County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of the County.

**SECTION 13. MODIFICATION**

This AGREEMENT may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

**SECTION 14. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this AGREEMENT shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

**SECTION 15. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this AGREEMENT shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this AGREEMENT be taken or held to be a waiver of the provision itself.

**SECTION 16. SEVERABILITY**

If any part of this AGREEMENT shall be held to be invalid for any reason, the remainder of this AGREEMENT shall be valid to the fullest extent permitted by law.

IN WITNESS HEREOF, the undersigned have caused this AGREEMENT to be executed in their respective names on the dates hereinafter enumerated.

LAKE COUNTY:

ING Employee Benefits:

\_\_\_\_\_  
GARY L. REIS  
Purchasing Agent  
Lake County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

Date: