



Winnebago County, Illinois - Purchasing Department

404 Elm Street Room 202

Rockford, Illinois 61101

Phone: (815) 319-4380

General email: Purchasing@WinColL.us

Website: <http://www.WinColL.us/>

REQUEST FOR PROPOSAL	18P-2130	ISSUE DATE	January 26, 2018
RFP DESCRIPTION	RBNH Management and Consulting Services		
PROPOSAL DUE DATE	February 12, 2018	DUE TIME (CST)	Noon
SUBMIT One (1) Original and Four (4) Copies		BOND REQUIRED	

TO ALL PROSPECTIVE PROPOSERS:

You are hereby invited to submit your proposal for **River Bluff Nursing Home (RBNH) Management and Consulting Services** to be furnished to the address specified herein. The original Request for Proposal (RFP) and the required number of copies, must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

All proposals are subject to staff analysis. The County of Winnebago reserves the right to accept or reject any and all proposals received and waive any and all technicalities. Proposals must be delivered to:

WINNEBAGO COUNTY PURCHASING DEPT., 404 ELM STREET, ROOM 202, ROCKFORD, IL 61101

RFP RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE DUE DATE AND TIME SPECIFIED ABOVE. LATE PROPOSALS WILL NOT BE CONSIDERED.

Any communication regarding this RFP between the date of issue and date of award is required to go through the Director of Purchasing. FACSIMILE AND/OR E-MAIL TRANSMITTED RFP WILL NOT BE ACCEPTED.

Sincerely,

Ann Johns
Director of Purchasing

NAME OF VENDOR	
CONTACT PERSON	
TELEPHONE	
EMAIL	

CALL FOR PROPOSALS

PROJECT NAME	RBNH Management and Consulting Services
USER DEPARTMENT	River Bluff Nursing Home

EVENT	LOCATION	DATE	TIME (CST)
LEGAL ADVERTISEMENT	ROCKFORD REGISTER STAR WEBSITE: HTTP://WINCOIL.US/	1/27/2018 1/30/2018	N/A
DEADLINE FOR INQUIRIES, EXCEPTIONS AND QUESTIONS	MUST BE SUBMITTED IN WRITING TO: AJOHNS@WINCOIL.US	2/2/2018	9:00 AM
RESPONSE TO QUESTIONS OR INQUIRIES AND ISSUE OF ANY ADDENDUM	VIA E-MAIL	2/5/2018	2:00 PM
PROPOSAL DUE DATE	PURCHASING DEPARTMENT ROOM 202	2/12/2018	Noon

ALL PROPOSALS MUST BE ENCLOSED IN SEALED ENVELOPES MARKED:

“RBNH Management and Consulting Services”

Information is available from the Purchasing Department, Winnebago County Administration Building, 404 Elm Street, Room 202, Rockford, Illinois 61101. Telephone: (815) 319-4380, Email: AJohns@WinColl.us

The documents constituting component parts of the RFP are the following:

- I CALL FOR PROPOSALS**
- II REQUIREMENTS AND INSTRUCTIONS**
- III GENERAL CONDITIONS**
- IV SPECIAL CONDITIONS**
- V PROPOSAL SPECIFICATIONS**
- VI PROPOSAL BID FORM**
- VII BUSINESS REFERENCES**
- VIII PROPOSER’S SUBCONTRACTORS**
- IX RETURN PROPOSAL LABEL**

REQUIREMENTS AND INSTRUCTIONS

SUBMISSION OF PROPOSALS

The Proposer, by its officers, agents or representatives (hereafter referred to as the Proposer) shall be responsible for delivery of proposals to the Purchasing Department before the due date and time. *Late proposals will not be considered and will be returned unopened.*

All proposals must be received in a sealed envelope that has your name and address in the UPPER left corner and the attached Return label filled in and attached on the LOWER left corner.

Proposals mailed "EXPRESS MAIL" must have RFP number and due date on the outside of the EXPRESS MAIL envelope. You must allow sufficient time for processing through the County's internal mailroom system.

PREPARATION OF PROPOSAL

The Proposer must submit a proposal on the forms furnished by the Winnebago County Purchasing Department. All blank spaces on the proposal form must be filled in. Use "N/A" or "None" where applicable.

Where unit prices are to be provided, and/or where proposals are to be made on more than one item, the Proposer shall extend the unit price(s) in the places provided on the pricing pages for the approximate quantities, shall compute the total amount. The Proposer must propose in accordance with the unit(s) of measure called for unless deviation procedure is followed.

Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership, or signed in the name of a corporation by an officer whose title shall be stated. Proposals shall be sealed in an envelope and marked as required in the instructions. The proposal is contained in these documents and must remain attached hereto when submitted.

ENTIRE AGREEMENT

These Standard Terms and Conditions of the Proposal shall apply to any contract or order awarded as a result of this Request except where special requirements are stated elsewhere in the Request; in such cases the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.

DEVIATIONS, EXCEPTIONS OR ALTERNATES

Deviations, exceptions or alternates from terms, conditions, or specifications shall be described fully, on Proposer's letterhead, signed, and attached to the Request for Proposal. In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the Proposer shall be held liable. Proposers are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their proposal. If deviations, exceptions or alternates are submitted, it is the County of Winnebago's Director of Purchasing's sole and final decision whether specifications have been met and will be considered for award.

ELECTRONIC TRANSMITTALS

Facsimile and/or e-mail transmitted proposals will not be accepted by the County of Winnebago. In addition, the County of Winnebago will not transmit facsimile specifications to the Proposer.

BEST & FINAL OFFER

The County of Winnebago reserves the right to request a Best & Final Offer from the finalist Proposer, if it deems such an approach necessary. In general, the Best & Final Offer will consist of updated costs, as well as, answers to specific questions that were identified during the evaluation of Proposals.

If the County of Winnebago chooses to invoke this option, the finalist's Proposal will be re-evaluated by incorporating the information requested in the Best & Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best & Final Offer would be determined during evaluation discussions.

END OF REQUIREMENTS AND INSTRUCTIONS

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO THE RFP

If it becomes necessary or advisable to revise any part of this RFP, or if additional data is necessary to enable the exact interpretation of provisions of this RFP, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Proposal conference, the revisions will be provided only to those Contractors who will have attended the Pre-Proposal conference.

In the event that any addenda to this RFP are issued, a public posting a minimum of 7 days will be adhered to, and could result in a revised due date.

Addendum information is available at the County's website <http://WinColl.us/> we strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the RFP deadline.

CANCELLATION

The County of Winnebago reserves the right to cancel any contract in whole or in part without penalty due to failure of the contractor to comply with terms, conditions and specifications of this contract.

CONTRACT AWARD INFORMATION

The successful Proposer will be asked to sign a contract agreement with the County. If the Proposer wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see **EXCEPTIONS**).

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Proposer certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal/State of Illinois department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Proposer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

Additionally, for all new contractors and vendors to be paid, the Purchasing Department will review the Federal and State Excluded Parties List System prior to requesting the vendor be created in our accounting system.

CHANGES

The County of Winnebago reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County and the successful Proposer. The Purchasing Department shall issue to the successful Proposer a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMPLIANCE WITH LAWS

All services, work and materials that in any manner affect the production, sale, or payment for the product or service contained herein must comply with all Federal, State, County and Municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and whether or not they appear in this document, including those specifically referenced herein. The successful Proposer must be authorized to do business in the State of Illinois, and must be able to produce a Certificate of Good Standing with the State of Illinois upon request.

The Proposer must obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Proposer must require any and all subcontractors to do so. Failure to do so is an event of disqualification and/or default and may result in the denial of this proposal and/or termination of this Agreement.

In the event Federal or State funds are being used to fund this contract, additional certifications, attached as addenda, will be required. Lack of knowledge on the part of the vendor will in no way be cause for release of this obligation. If the County becomes aware of violation of any laws on the part of the vendor, it reserves the right to reject any proposal, cancel any contract and pursue any other legal remedies deemed necessary.

COST OF THE PROPOSAL

Expenses incurred in the preparation of proposals in response to this RFP proposal is the Proposer's sole responsibility.

DISPUTES

In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Director of Purchasing, or authorized representative, shall be final and binding to all parties.

EXCEPTIONS

Exceptions will be considered up to the deadline listed in the Specifications. Exceptions must be fully described, on the Proposer's letterhead and signed; exceptions must reference the proposal number and the specification, contract term or other portion of the Request for Proposal which is being accepted. If the Proposer wishes to propose terms and conditions, or alternative paperwork, it must do so as an exception. In the absence of such statement, the proposal shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Proposer agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the proposal.

FREEDOM OF INFORMATION

Any responses and supporting documents submitted in response to a proposal will be subject to disclosure under the Illinois Freedom of Information Act. The County will assume that all information provided in a proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

INDEMNITY

COUNTY OF WINNEBAGO, ILLINOIS

The Proposer shall, at all times, fully indemnify, hold harmless, and defend the County of Winnebago and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Proposer and its employees, or because of any act or omission, neglect or misconduct of the Proposer, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Proposers violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County of Winnebago and their officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Proposer shall likewise be liable for the cost, fees and expenses incurred in the County of Winnebago's or the Proposers defense of any such claims, actions, or suits. The Proposer shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

NON-BARRED BIDDING

The Proposer certifies, by submission of this proposal, that it is not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating.

NON-COLLUSION

The Proposer, by its officers, agents or representatives present at the time of filing this RFP, say that neither they nor any of them, have in any way directly or indirectly, entered into any arrangement or agreement with any other Proposers, or with any public officer of the County of Winnebago, Illinois, whereby, the Proposer has not paid or is to pay to such Proposer or public officer any sum of money, anything of value or has not directly or indirectly entered into any arrangement or agreement with any other Proposer or Proposers. Whereby, no inducement of any form or character other than that which appears upon the face of the RFP will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said RFP or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds on the Contract sought by this RFP.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure Equal Employment Opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment,

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notices to be provided by the contracting officer setting forth the provisions of the Non-Discrimination Clause.

PROTEST

Firms wishing to protest any RFP and/or awards shall notify the Director of Purchasing in writing within 5 calendar days after the RFP due date/opening. The notification should include the RFP number, the name of the firm protesting and the reason why the firm is protesting the RFP. The Director of Purchasing will respond to the protest within 5 calendar days.

RESERVATION OF RIGHTS

The County of Winnebago reserves the right to reject any or all proposals failing to meet the County specifications or requirements and to waive technicalities. If, in the County's opinion, the lowest proposal is not the most responsible proposal, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County. In determining the lowest responsible Proposer, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Proposer's reputation and past performance, will also be weighed.

The Proposer's failure to meet the mandatory requirements of the RFP will result in the disqualification of the proposal from further consideration.

The County reserves the right to award more than one vendor based on this RFP.

The County of Winnebago further reserves the right to reject all proposals and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFP.

Submission of a proposal confers no rights on the Proposer to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County of Winnebago's discretion and shall be made in the best interest of the County.

SUBCONTRACTORS

If applicable, all subcontractors shall be identified. The County of Winnebago reserves the right to reject any or all subcontractors.

TAXES NOT APPLICABLE

The County of Winnebago, as a Governmental Unit, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore, those taxes should be excluded. Our Tax Exempt Number is: E9992-3963-07.

TERMINATION, CANCELLATION AND DAMAGES

The County may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency, as determined in the County's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover,

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incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this proposal or any unrelated contract.

If the County of Winnebago fails to appropriate funds to enable continued payment of multi-year contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

The County of Winnebago may terminate any contract or agreement resulting from this RFP at any time for any reason by giving at least thirty (30) days notice in writing to awarded Contractor. If the contract is terminated by the County as provided herein, the contractor will be paid a fair payment as negotiated with the County for the work completed as of the date of termination.

WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw their proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals by signing a request therefore. However, no Proposer shall withdraw or cancel his proposal for a period of sixty (60) days after said advertised closing time for the receipt of proposals; the successful Proposer shall not withdraw or cancel their proposal after having been notified by the Director of Purchasing that said proposal has been accepted by the County Board.

The Proposer, by signing the bid form, acknowledges, understands and abides by all of the above "Requirements and Instructions".

END OF GENERAL CONDITIONS

COUNTY OF WINNEBAGO, ILLINOIS

SPECIAL CONDITIONS

QUESTIONS & INQUIRES

Any questions and/or inquires may be directed, no later than the date provided for on page 2 to Ann Johns, Director of Purchasing, 404 Elm Street, Room 202, Rockford, Illinois 61101, by Telephone: (815) 319-4380 or Email: AJohns@WinColl.us.

BONDING

Not required for this project.

CONTRACT TERM AND RENEWALS

The contract term will be for one (1) year and may be subject to three (3) additional one (1) year renewal terms provided there is no change in the terms, conditions and prices (unless otherwise agree to) and provided that such renewals are mutually agreed to by both parties, based in part on satisfactory completion of the initial contract term. In no event shall the term, plus renewals, exceed four (4) years in total.

PRICE ESCALATION

If the parties elect to renew the contract, compensation to the Contractor for succeeding years will be based on the appropriate prior year average of the Consumer Price Index published by U.S. Department of Labor, not seasonally adjusted. The request for a contract price escalation must be done by the contractor, in writing, no less than ninety (90) days prior to the contract (annual) end date.

RFP AWARD CRITERIA

As outlined in the Proposal Specifications Section of this RFP.

INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful Proposer shall, within fourteen (14) calendar days of said notice, furnish to the Director of Purchasing a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois. **All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE		MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1	Workers Compensation	Statutory
2	Employers Liability	
	A. Each Accident	\$2,000,000
	B. Each Employee-disease	\$2,000,000
	C. Policy Aggregate-disease	\$2,000,000

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3	Commercial General Liability A. Per Occurrence B. General Aggregate 1. General Aggregate- Per project 2. General Aggregate - Products/ Completed Operations	 \$2,000,000 \$2,000,000 \$2,000,000
4	Business Auto Liability	\$1,000,000
5	Professional Errors and Omissions	\$2,000,000

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

- A) It is the responsibility of Contractor to provide copy of the PROPOSAL to their carrier.
- B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
- C) No work shall be started until receipt of Certificate of Insurance.

The County of Winnebago shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and PROPOSAL NUMBER. Certificates should be sent to:

Winnebago County Purchasing Department
404 Elm Street,
Room 202 Rockford, IL 61101
AJohns@WinCoil.us

The insurance carrier of the insured is required to notify the County of Winnebago of termination of any expiration or all of these coverages, prior to the completion of any contract, at least thirty (30) days prior to.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the county if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance, the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

PROPOSER’S RESPONSIBILITY FOR SERVICES PROPOSED

The Proposer must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Proposers to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

PERMITS, FEES, AND NOTICES

The Awarded Contractor shall secure and pay for all Building Permits and Governmental Fees, licenses, and inspection necessary for the proper execution and completion of the work which are legally required, file all notices, comply with all laws, rules, regulations and lawful orders bearing on the performance of the work.

IF WORKING IN A SECURITY AREA

If required by the County of Winnebago, the Proposer shall, within ten (10) days of contractor execution, supply the completed Criminal History and Background information forms for all their employees and subcontractor employees who may be working at the jobsite. Any employee or subcontractor that does not meet security requirements will neither be allowed on premises nor access to any software or hardware via remote location.

The Proposer will be required to perform all work in keeping with County security procedures while on the Facilities’ grounds and shall be responsible for all personnel (including subcontractors) employed by their firm to ensure that Facilities’ dress codes and overall policies are followed.

END OF SPECIAL CONDITIONS

PROPOSAL SPECIFICATIONS

I. INTRODUCTION

The County of Winnebago is requesting proposals from qualified individuals and/or management firms to provide management and consulting services necessary for the continued operation of the River Bluff Nursing Home (RBNH). This RFP seeks management and consulting services beginning February TBD 2018 for a one (1) year contract and may be subject to three (3) additional one (1) year renewals.

The River Bluff Nursing Home is a 240-bed facility and is an important community asset which provides a continuum of intermediate and skilled nursing services including short-term rehabilitation stays, Alzheimer's and dementia care, long-term intermediate care and palliative and hospice care. The Proposer chosen for this project will be required to provide management and consulting services in accordance with the scope of services delineated herein.

II. INSTRUCTIONS TO PROPOSERS

1. All proposals must be submitted to:
Ann Johns, Purchasing Director
Winnebago County Purchasing
404 Elm Street, Room 202
Rockford, IL 61101

All questions regarding the proposal shall be directed in writing to the Director of Purchasing at the above-listed address or via e-mail at: ajohns@wincoil.us

2. All responses to this RFP must be delivered in a sealed envelope clearly labeled **"18P-2130 – RBNH Management and Consulting Services"** All proposals must be received by **Noon on Monday, February 12, 2018**. One (1) original and four (4) hard copies of your response to this RFP must be submitted. Proposals arriving after the deadline will not be accepted.
3. Proposals should provide a concise and accurate description of Proposer capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
4. An authorized representative of the Proposer must complete and sign the proposal.
5. The Director of Purchasing will notify Proposers if the County selects them as a finalist. Finalists may be invited to make a public presentation, if deemed necessary, before the Operations and Administrative Committee meeting on February 15, 2018 at the Winnebago County Administration Building in Rockford, Illinois.
6. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.
7. In submitting information, it is understood by the undersigned that the right is reserved by the County of Winnebago to accept any submissions, to reject any and all submissions, and to waive any irregularities or informalities which are in the best interest of the County of Winnebago.

III. MINIMUM QUALIFICATIONS

The County of Winnebago invites submissions from any person or entity meeting the following minimum qualifications: (verification of these qualifications is attested through completion of this RFP.)

1. Must possess nursing home administrator license in the State of Illinois, or the ability to obtain a permanent or temporary Illinois nursing home administrator license prior to commencement of service.
2. Five years of experience with the management and operation of health care, long-term care, or rehabilitation facilities.
3. Provide proof of insurance coverage for General Liability, Employers Liability, Workers' Compensation and Errors and Omissions.
4. If selected, the Proposer must comply with Illinois statute 55 ILCS 5/5-21006 which states: "(1) All applicable State and Federal rules and regulations shall be adhered to and full cooperation shall be given to all legitimate State and Federal requests for inspections and information. Such compliance shall include but not be limited to the provisions of the "Nursing Home Care Act", approved August 23, 1979, as amended. (2) The powers of the county board contained in Sections 5- 21009 and 5-21010 shall be maintained by the board. (3) The contractor shall make monthly written reports to the County Board and shall meet with the board or its committee at least once every 2 months. The contractor shall also make an annual report to the Board. The content of such reports shall be specified in the contract. (4) The facilities and records of the home shall be open for inspection by the Board at all times.
5. No contract may extend for a period beyond 4 years.

IV. TERMS AND CONDITIONS

1. The County reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of a contract acceptable to the County. Final selection will be based on the proposal which best meets the requirements set forth in the RFP and are in the best interest of the County of Winnebago.
2. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn up until the date and time set above for the opening of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the County the services set forth in the attached specifications, or until one or more of the proposals have been approved by the County, whichever occurs first.
4. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied or approved by the County and shall contain, at a minimum, all applicable provisions of the RFP. The County reserves the right to reject any agreement that does not conform to the RFP and any County requirements for agreements and contracts.

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5. The County shall not be responsible for any costs incurred by the Proposer in preparing, submitting, or presenting its response to the request for qualifications.
6. If successful Proposer will be required to provide evidence of insurance for General Liability, Employers Liability, and Errors and Omissions Insurance. The firm will also be required to provide workers' compensation insurance in accordance with Illinois State Law.
7. All proposals submitted to the County are subject to the Illinois Compiled Statutes Chapter 5, Section 140 (5 ILCS 140/Freedom of Information Act). Any information submitted in a proposal which the Respondent considers to be proprietary or otherwise exempt from disclosure, the Respondent must invoke, in writing, the exemption(s) to disclosure provided by 5 ILCS 140/Freedom of Information Act in its proposal by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Furthermore, to designate portions of the proposal as confidential, the Respondent must:
 - Mark the cover page as follows: "This proposal includes trade secrets or other proprietary data."
 - Mark each sheet or data to be restricted with the following legend: "Confidential: Use of disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."
 - Provide a memory drive with a redacted copy of the entire proposal or submission in pdf format for posting on the County's website for public inspection. Respondent is responsible for properly and adequately redacting any proprietary information or data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a memory drive with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a proposal as non-responsive. The County of Winnebago will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the County of Winnebago or its agents for its determination in this regard and disclosure of information. At some point after proposal opening, all opened proposals will be made available for public inspection consistent with 5 ILCS 140/Freedom of Information Act. If a contract is awarded through this RFP, the awarded contract will also become a public record consistent with 5 ILCS 140/Freedom of Information Act. The County has the right to use any or all information/material submitted. The County of Winnebago reserves the right to make an award to the Respondent offering a proposal in the best interests of the County of Winnebago and meeting all the requirements of this RFP.

V. SELECTION CRITERIA

An Evaluation Committee of County representatives will review each submission and rate it using several evaluation criteria.

1. Responsiveness: The RFP Evaluation Committee will consider the material submitted by the Proposer to determine whether the Proposer is in compliance with the RFP.
2. Responsibility: The RFP Evaluation Committee will consider the material submitted by the Proposer and other evidence it may obtain to determine the firm's demonstrated ability to manage and operate a long-term care facility.
3. The qualifications, experience, and familiarity with local government risk management issues.
4. The fee proposal for providing the requested services.
5. The availability of other related support services.
6. Any other information provided that the RFP Evaluation Committee deems valuable.

VI. BACKGROUND INFORMATION

The County of Winnebago has a population of 294,266 according to the 2010 U.S. Census. Rockford is the county seat.

Since 1883, the people of the County of Winnebago have supported facilities to provide social services for the elderly and indigent. Today, the County operates a 140,000-square foot long-term care and rehabilitation facility located in Rockford, Illinois on county-owned property. River Bluff Nursing Home has approximately 191 residents as of January 2018, and is configured to serve up to 240 patients with a maximum certification of 304 Medicare/Medicaid-eligible beds. The facility offers short-term rehabilitation stays, Alzheimer's and dementia care, long-term intermediate care and palliative and hospice care. It has approximately 240 employees.

Over the past few years, the County has experienced financial and management challenges associated with the operation of the nursing home. The County lacks the financial and management capacity to continue operating the home in its current model and is seeking qualified operators of long-term care facilities to submit proposals to manage the home on a short-term basis as the home's ultimate disposition is determined by the County Board.

VII. SCOPE OF SERVICES DESIRED

The County of Winnebago desires the following services:

1. General Responsibilities. The Proposer shall work collaboratively department directors and managers to manage the services and operations of the River Bluff Nursing Home, reporting to the County Administrator. Final decision making authority rests with the Winnebago County Board.
2. Communications. The Proposer shall be responsible for periodic progress reports to the Operations and Administrative Committee and the Winnebago County Board. Reports shall be delivered at least once per month to the governing bodies.
3. Administrator. The Proposer shall serve as the nursing home administrator and/or

- obtain an administrator for the home to ensure continuity in the services provided to the residents of RBNH. Administrator must possess an Illinois nursing home administrator license.
4. Business Management and Billing. The Proposer shall implement policies and procedures for a sound, feasible, and prudent credit and accounts receivable program. The Proposer shall implement the same by directing staff to take reasonable steps necessary to effectuate timely bills by RBNH including the issuance of invoices, statements for services rendered, and materials furnished by RBNH, the collection of accounts and monies owed to RBNH, including the referral of all legal proceedings necessary, the cost of which shall be a RBNH expense. Proposer shall ensure the timely issuance of all checks, vouchers, and other documents necessary for the payment of payroll, trade accounts, amounts due on short- and long-term indebtedness, taxes, rents, and all other obligations of RBNH. [reiterate importance of compliance]
 - a. Proposer may recommend provision of a “turn-key” billing system or may utilize existing staff in combination with assistance from Proposer to maintain billing. Proposer shall be responsible for billing of governmental benefits and/or provide guidance to RBNH staff to meet requirements for participation and payment associated with such third-party payment programs such as Veteran’s Administration insurance, Medicaid and Medicare.
 5. Contracts. The Proposer will secure and retain contracts in the name and for the account of RBNH with such individuals or entities necessary for the proper and efficient functioning of RBNH, the cost of which shall be a RBNH Expense. The Proposer shall review contracts and identify potential cost savings that can make the home operate more sustainably. Contract changes will be reviewed with the County Administrator prior to implementation. Purchases shall be made in accordance with Winnebago County Purchasing Ordinance and Policy.
 6. Licensure. The Proposer shall attempt to cause all things to be done in and about RBNH which are reasonably necessary to comply with the requirements of any applicable licensing statute, ordinance, law, rule, regulation, or order of any governmental or regulatory body with respect to the licensing of RBNH or the construction, maintenance, or operation thereof. If legal advice is necessary in connection with securing or maintaining licensure of RBNH, legal services will be a RBNH Expense.
 7. Compliance. The Proposer shall be responsible for managing Compliance Services currently implemented in RBNH. The Services address compliance requirements dictated by the Affordable Care Act (ACA) and by Office of Inspector General (OIG) compliance guidance. The current Compliance Program utilizes proprietary information of the current management company. Proposer may propose licensing the system or providing their own system for compliance.
 8. Personnel Management. Working with the RBNH Human Resources, the Proposer shall manage personnel policies and procedures designed to maximize the

effectiveness of RBNH's employees. Such policies and procedures will: a) be consistent with applicable County personnel policies and procedures when necessary and/or b) specifically reflective of RBNH needs. Such policies and procedures will address discipline, hiring, and developing RBNH employees, including conducting job analyses, recruitment, orientation, training, and appraising performance of RBNH employees, and managing RBNH wages and salaries. Nursing home employees are County employees and are subject to County Personnel Policy and any applicable collective bargaining agreements.

9. Annual Budget. Proposer shall work with the County Administrator's Office to develop an operating budget for the Nursing Home.

VIII. PROPOSAL FORMAT

1. The proposal must be presented in the order as described below. To be considered substantive, the proposal must respond to all requirements of this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.
2. Provide a brief company history and description including size and number of employees.
3. A response to each item as set forth in the "**Scope of Services Desired**" and a description of how your firm will approach delivery of those services.
4. Resumes of all principals that would be assigned to provide services to the County of Winnebago.
5. At least three references from current clients, including contact names, addresses, emails and telephone numbers.
6. Information on the firm's experience in managing long-term care facilities similar to the River Bluff Nursing Home.
7. A draft contract including the proposal for fees to be charged to the County of Winnebago for provision of services requested, as well as proposed content for reporting to the County Board per statutory requirements.
8. A description of any other services to be provided without additional compensation beyond negotiated fee to be paid by the County for services provided pursuant to the terms of this RFP.
9. An explanation of what distinguishes the services the submitting firm can provide from other firms.

IX. RFP TIMELINE

January 26	RFP issued
February 12	RFP Submission deadline
February 13	Review by Committee/Selection of Finalist(s)
February 15	Presentation to County Operations and Administrative Committee
February 22	Approval by County Board

END OF PROPOSAL SPECIFICATIONS

COUNTY OF WINNEBAGO, ILLINOIS

PROPOSAL BID FORM

PROPOSAL # 18P-2130

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Vendor			
Contact Person			
Business Address			
City, State, Zip Code			
Telephone		FEIN No.	
Email			

Company Information

Woman Business Enterprise (WBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Small Business Enterprise (SBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Minority Business Enterprise (MBE)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

IF YES, CHECK THE FOLLOWING BOXES THAT APPLY:

BLACK/AFRICAN AMERICAN	<input type="checkbox"/>	HISPANIC	<input type="checkbox"/>
NATIVE AMERICAN OR ALASKA NATIVE	<input type="checkbox"/>	ASIAN AMERICAN	<input type="checkbox"/>

TO: Winnebago County Purchasing Department

The undersigned, being duly sworn, certifies that he is:

<input type="checkbox"/> THE OWNER/SOLE PROPRIETOR	<input type="checkbox"/> A MEMBER OF THE PARTNERSHIP	<input type="checkbox"/> AN OFFICER OF THE CORPORATION	<input type="checkbox"/> MEMBER OF THE JOINT VENTURE
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Further, as Contractor, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Director of Purchasing, 404 Elm Street, Rockford, Illinois 61103 and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda.

Addendum Number(s): _____, _____ and _____ issued thereto;

COUNTY OF WINNEBAGO, ILLINOIS

Further, the Contractor proposes and agrees, if this proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Proposer and in accordance with the Partnership Agreement or By-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Proposer and is true and accurate. Further, the undersigned certifies that the Proposer is not barred from bidding on this contract because of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The Affiant deposes and says that he/she has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

Further, the Proposer certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option. Finally, the Proposer, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Proposers authorizes the County of Winnebago to verify business references.

SIGNATURE of PROPOSER

SIGNATURE _____

Name and Title of Signer _____

Dated this _____ day of _____ 20 _____

END OF PROPOSAL BID FORM

COUNTY OF WINNEBAGO, ILLINOIS

BUSINESS REFERENCES

The Proposer must provide references for the last three (3) completed projects, listing company name, address, contact person, telephone, email and date of completion. If Proposer is a new business, provide references that will enable the County to determine if Proposer is responsible.

COMPANY NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	
DATE OF COMPLETION	

COMPANY NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	
DATE OF COMPLETION	

COMPANY NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	
DATE OF COMPLETION	

NUMBER OF YEARS IN BUSINESS	
CURRENT NUMBER OF PERSONNEL ON STAFF	

END OF BUSINESS REFERENCES

COUNTY OF WINNEBAGO, ILLINOIS

PROPOSER'S SUBCONTRACTORS

FULL NAME OF VENDOR	
CONTACT PERSON	

SUBCONTRACTORS:

Will you employ subcontractors? Yes No

If "YES", identify with each firm's name, address, telephone number and work to be subcontracted (attach more sheets if necessary).

SUBCONTRACTOR NAME	
CONTACT PERSON	
ADDRESS	
CITY, STATE, ZIPCODE	
TELEPHONE	
EMAIL	
WORK TO BE PROVIDED	

The Contractor will not change or use subcontractors not identified in this proposal without prior written approval from the County of Winnebago.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the County of Winnebago.

END OF PROPOSER'S SUBCONTRACTORS

COUNTY OF WINNEBAGO, ILLINOIS

RETURN PROPOSAL LABEL

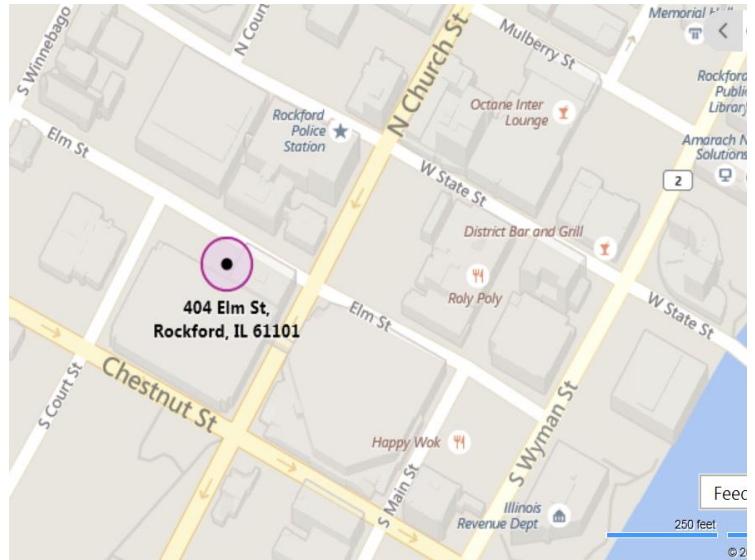


The County of Winnebago, Illinois will receive sealed Proposals at:

**WINNEBAGO COUNTY
PURCHASING DEPARTMENT
404 ELM STREET, ROOM 202
ROCKFORD, ILLINOIS 61101**

All Proposals must be enclosed in sealed envelopes marked:

**RBNH Management and Consulting Services
18P-2130
February 12, 2018 at Noon**



ALL SUBMITTALS SHOULD BE LABELED ACCORDINGLY – PLEASE USE BELOW FOR YOUR CONVENIENCE



PROPOSAL # 18P-2130	WINNEBAGO COUNTY PURCHASING DEPARTMENT 404 ELM STREET, ROOM 202 ROCKFORD, ILLINOIS 61101
PURCHASING DIRECTOR: Ann Johns	
PROPOSAL NAME: RBNH Management and Consulting Services	
PROPOSAL DUE DATE/TIME: February 12, 2018 Noon	