



Carrie Eklund
Central Services Manager
Finance Department

**REQUEST FOR PROPOSALS
LIABILITY CLAIMS ADMINISTRATION**

RFP NO.: 912-L-118

9/4/12

Name of Proposing Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

RFP Opening Time and Date 11:00 a.m., Local Time, Wednesday, September 26, 2012

Proposals will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO
Prevailing Wage: NO
Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFP Opening Date and Time
2. Title of Job
3. RFP Number

RETURN PROPOSALS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

PROPOSALS SUBMITTED BY FASCIMILE OR E-MAIL WILL NOT BE ACCEPTED

PROPOSAL RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174. or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. **Prevailing Wage.** When indicated on the cover page of this document, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor’s responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. **Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

27. **Substance Abuse Prevention.** When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. **Apprenticeship Requirement.** For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor’s (or his subcontractor’s) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. **Indemnification.** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the awarded vendor’s performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker’s Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies 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. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise _____

Women Business Enterprise _____

Neither _____

City-Certified? Yes ___ No ___

City Certified? Yes ___ No ___

(Revised 12/21/09)

Liability Claims Administration
RFP No: 912-L-118

1.0 Scope

The City of Rockford is requesting proposals from qualified firms that wish to manage and administer the public's direct claims of liability against the City for monetary damages. Historically, the City was self-insured for all liability claims and handled claims administration with existing staff in the Legal Department. In November 2011, the City purchased comprehensive liability insurance for the first time, through Travelers Insurance Company. In addition to the new liability insurance, the City also engaged Travelers to perform claims administration services.

2.0 General Requirements

2.1 Vendor Qualifications. No contract shall be awarded except to responsible firms capable of providing the class of service described.

2.2 Evaluation of Proposals. An evaluation team using set criteria shall evaluate each proposal.

2.2.1 Evaluation Team. The evaluation team shall consist of staff from the Legal and Finance Departments and the City's Insurance Broker.

2.2.2 Evaluation Criteria. Proposals will be evaluated based on the criteria outlined below.

- Technical response (40 points)
- Personnel qualifications and experience (30 points)
- Relevant experience and references (15 points)
- Cost (15 points)

2.2.3 Interview. Firms submitting responsible proposals may be required to make an oral presentation and respond to questions related to their qualifications and experience. The presentation by the proposing firm will be considered by the evaluation team in the determination of award.

2.3 Term of Contract. The contract with the successful vendor shall be for a period of one year from the date of award. The City may terminate this agreement with 60 days written notice to the successful vendor of such a desire. In addition, the City of Rockford and the vendor may, upon mutual agreement, extend the contract for up to four additional one-year extensions (total of five years).

2.4 Price Adjustments at Renewal. Price adjustments, if desired, must be requested 60 days prior to the expiration of the current term, and must be submitted in writing to the Central Services Manager. Price adjustments in excess of the current Consumer Price Index must be accompanied by documentation justifying the increase. The City will evaluate all requests and may decline a contract extension if the increase is determined to be unreasonable.

2.5 Audit Rights. In order to assure itself of Successful vendor's compliance with the terms of this agreement, the City, upon reasonable notice to the Successful vendor, shall have the right to conduct audits of the books and records of the Successful vendor either with its own employees or independent retained auditors during normal business hours.

2.6 Contacts. Prior to the award of the contract to the successful bidder, prospective vendors shall contact Carrie Eklund, Central Services Manager, at 815-987-5565 or carrie eklund@rockfordil.gov with any inquiries or requests for clarification.

3.0 Specific Requirements

- 3.1 This agreement is made and entered into with respect to the following claims exposures:
- General Liability
 - Employee Benefit Plans Liability
 - Law Enforcement Liability
 - Public Entity Management Liability
 - Public Entity Employment-Related Practices Liability
 - Auto Liability
 - Umbrella
- 3.2 The successful bidder shall provide for the direct filing of claims with their organization. Direct filing with the bidder shall include the ability of the public to file a claim of liability by U.S. Mail, facsimile, e-mail online/website entry, and telephone interview. All claims shall be processed promptly. Any necessary investigation shall be conducted in a timely and professional manner, and with minimal burden and requests for information to/from City staff.
- 3.3 The Successful vendor shall have no independent settlement authority with respect to the settlement of assigned claims, and the right and authority to settle any and all claims shall be at the direction of the City. The City may designate a predetermined independent settlement authority amount to the Successful vendor to avoid unnecessary delay in paying certain approved claims. The City reserves the right to delegate or withdraw any and all settlement authority of the contract, at any time, at the discretion of the City.
- 3.4 The City shall have the sole right to engage or discharge attorneys or law firms, unless this right is specifically and expressly delegated in writing to the Successful vendor, and under no circumstances shall the Successful vendor engage or discharge attorneys or law firms without the consent and approval of the City.
- 3.5 Investigate and adjust to resolution all claims in accordance with applicable local, state and federal laws and subject to the terms of this agreement.
- 3.6 Provide trained, competent, and where required, licensed claims adjusters and perform the services to be rendered hereunder in a manner commensurate with professional standards, in good faith, and in accordance with all applicable laws and regulations. "Trained" claims adjusters shall have a working familiarity with the Illinois Tort Immunity Act and other general principles of liability.
- 3.7 Conduct the necessary investigation of claims using competent and qualified personnel. The engagement of services of persons or firms outside of the Successful vendor's organization for special work in connection with investigations can only be done with the prior approval of the City. Any costs incurred for such outside investigative services will be considered "allocated loss expenses" and will be paid at the expense of the City. ALE shall not include any internal staff time of the Successful vendor, or any internal or external staff attorney time without the express written consent of the City. The Successful vendor will be responsible for controlling ALE in all areas of investigation.
- 3.8 Perform all administrative and clerical work in connection with claim services identified in this agreement and mutually agreed upon by the City and the Successful vendor.

- 3.9 Provide, prepare and file, as mutually agreed upon by the City and Successful vendor, all necessary forms and reports required with the appropriate State and federal agencies.
- 3.10 Place all appropriate carriers, including but not limited to excess or reinsurance carriers, on notice of loss in a timely fashion and conduct investigations as requested by the carrier if applicable. Any requested investigation which will result in ALE shall immediately be submitted to the City for approval.
- 3.11 Maintain all digital files and records necessary for all reported claims and/or other litigation (such as actions for subrogation) or other proceedings. An accurate digital claim file on each reported claim shall be available during normal business hours for production to the City, its representatives or appropriate regulatory authorities. The City shall have the right to retain any claim file or any documents related to a claim.
- 3.12 Maintain and store claim files for seven (7) years pursuant to the City's record retention policy.
- 3.13 Recommend claim reserves and provide a continuous review and updating of the reserves to reflect changes of condition in the claim history, in accordance with the City's requirements and as mutually agreed.
- 3.14 Protect any and all subrogation rights of the City that may arise upon payment of claims and notify the City of any subrogation rights that may be available to the City. The Successful vendor will conduct such investigation as may be necessary to pursue a subrogation or contribution action on behalf of the City and, if so directed by the City, the Successful vendor shall pursue the City's subrogation rights through litigation or otherwise.
- 3.15 The Successful vendor will review, approve and process loss and expenses payments. Successful vendor shall provide a bi-monthly digital register of expenditures and account status to the designated City representative(s).
- 3.16 Maintain status reports on all pending claims and provide digital monthly summary reports, if requested, by loss type in a format acceptable to the City.
- 3.17 Be available to the City twenty-four (24) hours a day, seven (7) days per week throughout the terms of the contract with a toll free number.
- 3.18 Cooperate and consult with any staff or retained counsel assigned by the City. The Successful vendor will be responsible for controlling legal expense costs through appropriate litigation management and protocols.
- 3.19 Recommend and update claim reserves as needed. Vendor shall provide the City with a monthly report of reserve changes in excess of Fifty Thousand Dollars (\$50,000.00), in a format acceptable to the City. A copy of a reserve worksheet will also be given to the City upon the City's request. The reserve amounts for such cases are subject to review and approval of the City. Maintain claims data on Vendor's computer claims system and provide the City with monthly reports as follows: loss experience, check register and escrow statements, in format agreed to by the City.

- 3.20 Notify the City and all City excess carriers of all claims and or losses, which may exceed the City's retention, including Qualified Claim(s) and or Loss(es), specific reporting requirements of excess insurance carriers and, if requested, provide information on the status of those claims or losses.
- 3.21 Coordinate investigations of claims, including those in litigation with attorneys representing the City and with representative of the excess carrier, as required by the City. It is expressly understood that all legal costs and loss payments will be paid as Allocated Claim Expenses(s).
- 3.22 Provide additional ad hoc information, analysis, reports and services as deemed necessary by the City.
- 3.23 Monitor the escrow account and maintain with sufficient funds to cover claims exposure.
- 3.24 Assist in the management of claims to insure timely return to work including work hardening and return-to-work programs, and where appropriate the coordination of vocational rehabilitation services and identification of alternative jobs within/outside the City.
- 3.25 Actively participate in settlement negotiations and case preparation with the City's legal counsel.
- 3.26 Identify and pursue third party payers. Provide assistance to the legal counsel as needed for settlement of such claims. Conduct and administer subrogation process.

4.0 Information to be Submitted

- 4.1 Overview. The following will be required in a company overview as part of proposer's proposal:
 - Brief (one or two paragraphs) description of the vendor's business, its history and future plans.
 - Vendor Identification
 - Corporate name
 - Corporate address
 - Telephone numbers
 - Contact person(s)
 - Vendor size
 - Vendor Stability
 - Number of years in business
 - Indicate the proposed number of personnel (including supervisory and management) who would be assigned to administer contract and give the following details:
 - Position of each
 - Experience and education
 - Experience with public entities
 - Length of time with your firm
 - Computer skills
 - Describe training programs offered to claim personnel and incentives for employees to further their training and education.
 - References - Provide names, addresses, telephone numbers and length of service with at least five (5) Illinois references, preferably public agencies, for which you have provided the services listed in the specifications.
 - Describe any additional special programs or areas of emphasis that you think would be beneficial in helping the evaluation committee understand your level of expertise.
 - Are your claim representatives "On Call" 24/7. Are pagers, cell phones or similar devices provided to the representatives?

- Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or which the vendor has been judged guilty or liable.

4.2 Transition Plan. Outline how the firm would propose transitioning from the current provider to control by the responding firm.

4.3 Cost Proposal. Costs shall be inclusive of all requirements listed in this request for proposals. No additional charges will be allowed for items listed above. Please list all claim administration charges that may be charged back to individual claims under either pricing option. Please quote two ways:

- Flat Fee: include a detailed breakdown of all services provided. Identify any additional fees that may be required.
- Per Claim Fee: include the fee for each type of claim if different, the period of time the fee covers, and any additional fees that may be required. Identify how you would define a claim, by occurrence, by person, per line of coverage etc. If your firm defines a claim by occurrence, is there a separate fee charged for each person and/or line of coverage that was involved in the occurrence. If your firm defines a claim by person and/or line of coverage, is there a discount for each additional person (companion claim) involved in the same occurrence. Provide a calculation of what fees would be based on loss runs from 11/15/11 to present (provided) if your firm was serving as the claims administrator.

4.4 Additional Information. Include the following additional information:

- What is the caseload of open files that would be managed by the adjuster(s) assigned to the City? How is the caseload tracked?
- Attach copies of standard forms and letters used in your liability claim administration process.
- Provide procedures and a timetable for initial set-up and the implement of the City's account into your system.
- Can you provide on-line access to your information system and is there an additional charge for this?
- Submit samples of standard reports generated. Can you customize reports for our needs? If so, would there be an additional charge?
- Submit description with examples of Cost Containment Programs and Guidelines.
- Identify those aspects of your administrative services, which distinguish your firm from your competitors.

4.5 Number of Copies. The vendor shall submit an original response and two (2) copies of the entire proposal.

Appendix A
Loss Runs

Loss runs by line of business from 11/15/2011 through 8/16/12

General Liability	43
Employee Benefit Plans Liability	0
Law Enforcement Liability	1
Public Entity Management Liability	0
Public Entity Employment-Related Practices Liability	0
Auto Liability	0
Umbrella	0