



Carrie Eklund
Central Services Manager
Finance Department

**REQUEST FOR STATEMENTS OF QUALIFICATIONS
WORKERS COMPENSATION ATTORNEY SERVICES
RFQ NO.: 412-L-050**

4/26/12

Name of Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

RFQ Opening Time and Date 11:00 a.m., Local Time, Tuesday, May 22, 2012

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

ABOUT THIS DOCUMENT

This document is a Request for Qualifications. The issuance of this RFQ is for informational purposes for staff only, and will not result in the award of a contract. The RFQ process will often result in a separate RFP or Bid process, as once the City has sufficient information to develop specifications, the more formal processes are then used to create a contract. Participation in the RFQ process is voluntary and does not give vendors an unfair advantage in the resulting procurement process.

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. RFQ Opening Date and Time
2. Title of RFQ
3. RFQ Number

RETURN INFORMATION TO:

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

QUALIFICATIONS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

RESULTS:

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)

City of Rockford, IL
Request for Qualifications
Workers Compensation Attorney Services

1. Overview

The City of Rockford, Illinois (City) currently has approximately 1,100 regular employees and a payroll for Workers' Compensation purposes of approximately \$79,000,000. The workforce is not expected to grow significantly in the next year.

The City currently has a self-insurance program for Workers' Compensation. The Human Resources Department monitors more than \$1,000,000 in Workers' Compensation claims. These claims are administered by Employers Claims Service, Inc., a Third Party Administrator ("TPA"). The City relies on the TPA for generating necessary liability, loss and reserve information.

The City is seeking well-qualified outside legal counsel to assist in certain Workers' Compensation matters on an "as needed" basis, and within a defined area of expertise.

2. Scope of Work

The City seeks an attorney or firm licensed to practice law in the State of Illinois, and in good standing with the Illinois Attorney Registration and Disciplinary Commission. The successful attorney or firm will represent the City in all aspects of workers' compensation matters on an "as needed" basis. When appropriate, and in conjunction with the City's TPA, the successful applicant's scope of services may involve defending the City against claims brought by its employees administratively before the Illinois Workers' Compensation Commission and may also involve representation of the City in subsequent legal and administrative processes appeals based upon these matters. Finally, the successful applicant shall provide the City with appropriate workers' compensation advice on all matters requested by the City on "as needed" basis. The successful attorney or firm will report to the City's Legal Director or assigned City Attorney as requested by the Legal Department, and will also have a close working relationship with the City's Risk Manager, the TPA and the Human Resources Department. The City reserves the right to hire additional legal counsel to assist the successful applicant, and may maintain a rotating list of experienced attorneys to supplement the services of the successful applicant.

3. Qualifications

To be eligible for consideration for this request, an attorney or law firm must have demonstrated experience, expertise and measurable success in the area of Workers' Compensation with considerable experience in working with the Illinois Workers' Compensation Commission on behalf of public employers. The individual should also have experience representing defendants before Arbitrators and the relevant appellate bodies.

The successful applicant must have access to the broad range of resources typically found within a law firm, but will not, without the permission of the City, delegate any legal work to other

members of the firm or legal counsel outside of their firm. The successful applicant must possess the education, experience, qualifications, certifications, and/or other demonstrated competency applicable to render the scope of work described in Section 2.

4. Estimated Schedule

- Deadline for submitting responses to the RFQ: May 22, 2012
- Interviews with qualified firms: May 28-31, 2012
- Selection of candidates for recommendation of award: June 11, 2012

5. Selection Process

The City will evaluate the demonstrated competence and professional expertise of each applicant, as well as the proposed cost of providing the services sought. A Selection Committee, including representatives from the Human Resource Department, Legal Department and Risk Management representatives, as well as appropriate City Departments will evaluate, interview and recommend selection of the successful applicant.

The Selection Committee will review and evaluate submitted proposals and conduct an oral interview. All applicants may not be interviewed. Interviews are anticipated to last approximately one-half hour, including 10 minutes for a presentation by the applicant of their proposal and selection qualifications. The remainder of the interview will be devoted to responses to questions posed by the Selection Committee. After the interview process is completed, the Selection Committee may rank proposals to receive further consideration in order of preference based on the criteria identified below. The City reserves the right to reject any and all proposals received by reason of this RFQ. The City is under no obligation to award a contract to any applicant.

Proposals will be evaluated in terms of the following criteria allocated to a 100-point evaluation scale:

A. Experience/Knowledge/Availability (75 points)

- Demonstrated experience and proficiency in the full range of activities related to the work outlined in the Scope of Work described in Section 2, including representing public entities in workers' compensation matters, and defendants in administrative and judicial workers' compensation matters.
- Ability to communicate timely to clients
- Ability to quickly respond to clients' inquiries and/or requests
- Ability to define performance measurements and expectations of City's Worker's Compensation claims
- Ability to partner effectively with City's Worker's Compensation TPA
- Availability of qualified alternate counsel if primary counsel is unavailable

B. Cost (25 points)

- Reasonableness of the cost proposal in relation to the amount of work to be done and the qualifications and experience of the applicant. Applicants are encouraged to propose alternate fee arrangements (i.e. fee arrangements other than time and materials).
- Demonstrated ROI on litigation

6. Required Proposal Format

Each proposal must be accompanied by a cover letter, which contains a general statement of the purpose for submission and includes the following information specified in this section. Answers to questions in this section must be completed in sequential order as outlined below. Proposals must be submitted in the required format with all forms, answers and attachments sequentially numbered to correspond to the applicable information requested in this RFQ. All attachments must be identified with the applicant's name and page number. No oral or telephone responses will be accepted. All costs for the preparation of the RFQ must be borne by applicant. Promotional or marketing materials should be kept to a minimum and will not substitute for responses to the questions.

Each applicant must include in its proposal, at a minimum, the following information:

A. Qualifications. Prior experience during the past five (5) years in providing the scope of services described in Section 2 of this RFQ, particularly for public agency clients. Please describe the scope of these services, including the clients represented, type of matters handled, and total number of matters currently assigned. Please provide any statistical evidence of your relative success rate in Workers' Compensation Matters, and number of defendants represented in workers' compensation appellate matters

Please provide the following information:

- Current Resume or Curriculum Vitae
- A copy of the applicant's 2012 ARDC card, and a statement that the applicant has not been disqualified to practice law in any other jurisdiction or forum.
- A statement of any malpractice or ARDC claims against the applicant, if any, within the last five years and the status or outcomes of each claim.
- A detailed description of workers' compensation experience. This description should include:
 - Years of experience
 - Percent of practice related to workers' compensation matters
 - Percent of workers' compensation practice representing employers and percent representing claimants
 - Percent of workers' compensation practice at administrative level and percent on appeal.

Please describe any other staff/resources applicant expects to utilize under this assignment (i.e. paralegals, legal assistants, etc.)

B. Contact Information. Complete name, firm name, business address, website address, email address, and telephone number and, if applicable, the name, mailing address, email address, and telephone number of the person the City should contact regarding the proposal.

C. Conflicts and Ethical Considerations. Is the applicant, applicant's firm, or any of the applicant's attorneys (whether expected to perform work under this appointment or not) unable to represent the City of Rockford due to any conflict?

D. References. Up to three references for whom services were performed similar to the services described in Section 2. Include the organization name and address, the name, email address, and telephone number of a contact person, and a brief description of the services performed by the consulting firm and the outcome. Indicate the role of proposed team members in the projects.

E. Cost for services. State the hourly rate that the applicant and any other professional resource will charge to perform the work described in this RFQ. State the rate that the applicant (and any other professional resource, if applicable) will bill for travel time if that rate is lower than the proposed hourly rate for this work. State any flat fee arrangements that the applicant would like the City to consider for the work described in this RFQ.

F. Authorized Signature. The proposal must be signed by the person(s) empowered to bind the applicant and/or firm, with the title of each (e.g., president, general partner).

G. Number of Copies. Please submit one original and four copies.

7. Point of Contact

**Ms. Xavier Whitford
Central Services
City of Rockford Finance Department
425 East State Street
Rockford, IL 61104
815-967-6938
xavier.whitford@rockfordil.gov**

8. Grounds for Disqualification

Any false, incomplete or otherwise unresponsive statements, documents or information provided to the City in connection with a proposal may be cause for disqualification of the proposal, if, in the City's sole judgment, it is a matter material to consideration. The City's decision to disqualify a proposal is final.

Attachment 1 Insurance Requirements

Without limiting the Applicant's indemnification of, or liability to the City, the Applicant must provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

Applicant must provide its insurance broker(s)/agent(s) with a copy of these requirements and warrants that these requirements have been reviewed by Applicant's insurance agent(s) and/or broker(s), who have been instructed by Applicant to procure the insurance coverage required herein. All Certificates of Insurance complete with copies of all required endorsements must be sent to: **City of Rockford Finance Department Attn: Jane Tapia 425 East State Street, Rockford, IL 61104. 815-987-5560, jane.tapia@rockfordil.gov**

In addition to certificates, Applicant must furnish City with copies of original endorsements affecting coverage required by this Appendix. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All endorsements and certificates are to be received and approved by City before work commences.** In the event of a claim or dispute, City has the right to require Applicant's insurer to provide complete, certified copies of all required pertinent insurance policies, including endorsements affecting the coverage required by this Appendix.

Applicant must, at its sole cost and expense, procure and maintain during the entire period of this Agreement the following insurance coverage(s).

Required Coverages

- 1. Commercial General/Business Liability Insurance** with coverage as indicated:

\$2,000,000 per occurrence/**\$2,000,000** aggregate limits for bodily injury and property damage.

General Liability insurance must include:

- A. Coverage at least as broad as found in standard ISO form CG 00 01.
- B. Contractual Liability expressly including liability assumed under this contract.
- C. Severability of Interest.
- D. Broad Form Property Damage liability.
- E. If the standard ISO Form wording for "OTHER INSURANCE," or other comparable wording, is not contained in Applicant's liability insurance policy, an endorsement must be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by City, its Directors, officers, employees, agents or volunteers must be in excess of Applicant's insurance and must not contribute to it.

2. **Business Auto Liability Insurance** with coverage as indicated:

\$1,000,000 combined single limit for bodily injury and property damage per occurrence, covering all owned, non-owned and hired vehicles.

3. **Professional/Errors and Omissions Liability** with coverage as indicated:

\$5,000,000 per claim/**\$5,000,000** aggregate

Professional/Errors and Omissions Liability appropriate to the Applicant's profession, and must include:

- A. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- B. Coverage shall include contractual liability.
- C. If coverage is claims-made:
 - a. Certificate of Insurance shall clearly state that the coverage is claims-made
 - b. Policy retroactive date must coincide with or precede the Applicant's start of work (including subsequent policies purchased as renewals or replacements).
 - c. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - d. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. **Workers' Compensation and Employer's Liability Insurance**

Statutory Illinois Workers' Compensation coverage covering all work to be performed for the City.

Employer Liability coverage for not less than \$1,000,000 per occurrence.

General Requirements

With respect to all coverages noted above, the following additional requirements apply:

- 1. **Additional Insured Endorsement(s):** Applicant must provide an additional insured endorsement for Commercial General/Business Liability and Business Automobile liability coverage naming the **City of Rockford, its Directors, officers, employees, and agents, individually and collectively**, as additional insureds, and must provide coverage for acts, omissions, etc. arising out of the named insureds' activities and work. Other public entities may also be added to the additional insured endorsement as applicable and the Applicant will be notified of such requirement(s) by the City.
- 2. **Primacy Clause:** Applicant's insurance must be primary with respect to any other insurance which may be carried by the City, its officers, agents and employees, and the City's coverage must not be called upon to contribute or share in the loss.

3. **Cancellation Clause Revision:** The Certificate of Insurance **MUST** provide **30 days notice of cancellation, (10 days notice for non-payment of premium).**
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of Illinois, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the City's Central Services Manager.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Applicant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Sub-applicants:** Should any of the work under this Agreement be sublet, the Applicant must require each of its sub-applicants of any tier to carry the aforementioned coverages, or Applicant may insure sub-applicants under its own policies.
7. **Amount of Liability not Limited to Amount of Insurance:** The insurance procured by Applicant for the benefit of the City must not be deemed to release or limit any liability of Applicant. Damages recoverable by the City for any liability of Applicant must, in any event, not be limited by the amount of the required insurance coverage.
8. **Coverage to be Occurrence Based:** With the exception of the Professional Liability/Errors and Omissions coverage mentioned above, all coverage must be occurrence-based coverage. Claims-made coverage is not allowed.
9. **Waiver of Subrogation:** Applicant agrees to waive subrogation against the City to the extent any loss suffered by Applicant is covered by any Commercial General Liability policy, Automobile policy, Workers' Compensation policy, or Professional policy described in **Required Coverages** above. Applicant agrees to advise its broker/agent/insurer about this provision and obtain any endorsements, if needed, necessary to ensure the insurer agrees.
10. **Non-compliance:** The City reserves the right to withhold payments to the Applicant in the event of material noncompliance with the insurance requirements outlined above.
11. **Please send the certificates and endorsements to:**

City of Rockford Finance Department
Attn: Jane Tapia
425 East State Street
Rockford, IL 61104
Jane.tapia@rockfordil.gov
815-987-5560

IMPORTANT: On the certificate of insurance, please note either the name of the project or the name of the City contact person or unit for the contract.

If your insurance broker has any questions, please advise him/her to contact Jane Tapia at 815-987-5560.