

# Request for Proposal

## RFP TAC 916B

**Professional Services for: Legal Services for Workers' Compensation Matters**

**Department:** Human Resources

**NIGP Commodity Code(s):** 961-49, 961-50, 918-74

### RFP Schedule

EVENT	DATE
RFP Issue Date	10/06/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	10/20/2023 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	11/01/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Project Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)  
*All questions should be emailed with the **RFP TAC 916B** in the subject line.*

**Submit proposals (sealed) to:**

Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103



## **I. OVERVIEW AND GOALS:**

With this Request for Proposal (RFP), the City of Tulsa is searching for interested law firms who have expertise in the provision of professional services to meet the legal needs of the City in matters pertaining to workers' compensation.

We enthusiastically look forward to receiving your proposal.

## **II. BACKGROUND:**

The City is self-insured through the State of Oklahoma Own Risk Employer permit process provided in 85A O.S § 107. Within the Human Resources department, Risk Management division, the City utilizes in-house licensed adjusters to administer workers' compensation benefits.

Historically, the City Attorney's office had provided legal services for workers' compensation matters, however more recently the City has utilized outside counsel. Outside counsel will report to the City Attorney or designee and will work with the City's Human Resources department, Risk Management division. The Risk Management division will continue to provide workers' compensation benefit-administration services.

The City has an employee base of approximately 3,700 employees, most of which belong to one of three union groups that represent seven different bargaining units. These employees include professionals, administrative, technical, skilled and unskilled workers, operating out of twenty-three (23) City departments in various locations across the city. The employees provide a wide range of governmental services, including public safety – police, fire, 911 services, public works – water and sewer, streets and stormwater, engineering services, parks and recreation, code enforcement, planning, building and zoning, and general administration.

Outside counsel will assume responsibility for providing legal services for existing and future workers' compensation matters upon execution of a contract for such services. While the City intends for outside counsel to handle most or all of its workers' compensation cases during the term of the contract, City reserves the right to retain and/or reassign to other attorneys any workers' compensation matters as it deems appropriate.

**III. TIMELINE:**

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

EVENT	DATE
RFP Issue Date	10/06/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	10/20/2023
PROPOSAL DUE DATE	11/01/2023
Begin proposal evaluations	11/03/2023
Interviews with respondents (if needed)	11/07/2023
Negotiations with apparent successful respondent begin (anticipated)	11/09/2023
Execute contract (anticipated)	11/22/2023
Begin service delivery (anticipated)	12/01/2023

**IV. SCOPE OF WORK AND DELIVERABLES:**

Legal services to be provided by outside counsel include the defense of workers' compensation claims, suits, or other proceedings brought against the City or related entities it serves. Such services include, but are not limited to the following:

- A. Preparation of all pleadings, briefs, orders, or forms for submission to the Workers' Compensation Court of Existing Claims, the Workers' Compensation Commission, the Court en banc and the state appellate courts;
- B. Conduct all pre-trial activity such as discovery, investigations, depositions and the like necessary to adequately defend and represent the City;
- C. Represent the City at all court hearings and trials of workers' compensation matters;
- D. Analyze, advise, and recommend to the City its options and risks related to workers' compensation matters, including trial analysis, offers of settlement or mediation of workers' compensation claims or suits and subrogation cases;

- E.** Assist the Human Resources and/or Legal Departments in workers' compensation matters as needed and requested, such as providing regular litigation file update reports, case schedules, attending meetings, providing updates on legislation, laws, legal issues, taxes, or rules affecting workers' compensation; and
- F.** Ensure compliance, in conjunction with the Human Resources Department, with all state and federal laws, including without limitation Medicare reporting.

**V. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:**

**Contract Performance Monitoring**

As part of the City's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Claim defense management and strategy
- Trial analysis, recommendations, and results
- Number of cases open and closed within the calendar or fiscal year, closure rates, and litigation phase of claims, judge/commission award statistics

**VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

- A.** Proposals must be received by **5:00 p.m. on Wednesday, November 1, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP TAC 916B, Legal Services for Workers' Compensation Matters**".  
**Proposals received late will be returned unopened.**
- Interested Respondents should submit:  
One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).
- B.** Proposals shall be delivered and sealed to:
- Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103
- C.** All interested Respondents are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:  
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.
- The City is not responsible for any failure to register.
- D.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Friday, October 20, 2023.**

**Donny Tiemann, Project Buyer**  
[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

- E.** Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting**  
**175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

## **VII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS**

To be considered, interested Respondents should submit or address the following questions or information requests:

All proposals must meet the following minimum criteria to be given consideration:

- A. Attorneys performing services hereunder must be a member in good standing of the Oklahoma Bar;
- B. Attorneys performing services hereunder must be qualified to perform the Scope of work and deliverables outlined above, and at least one attorney in the firm providing legal services to the City must have at least five (5) years of focused experience in workers' compensation cases representing employers and/or as a workers' compensation judge; and,
- C. Outside counsel must be able to meet all the terms and conditions set forth in the Attorney Engagement Agreement that will be executed upon award of the contract.

## **VIII. PROPOSAL CONTENT**

### **A Management and Qualifications**

- 1. Describe the firm's experience and expertise related to defense of workers' compensation matters, including experience and success in workers' compensation appeals process and resulting decisions from the Oklahoma Supreme Court level ;
- 2. Provide information regarding the history of the firm, including the number of years the firm has been in business, how long the firm has provided legal services for defense of workers' compensation matters, ability to provide clients with various status and metric measurement reports, what other services the firm provides and the percentage of business done in each area;
- 3. State the name(s) of the officers/partners and associates in the firm;
- 4. Provide brief resumes of the key personnel who would be assigned to perform legal services for City, including their professional qualifications and experience in defending workers' compensation matters;
- 5. Provide a minimum of three (3) client references who are employers the firm has represented in workers' compensation matters, including contact names and telephone numbers, and a brief description of the services performed;

6. Provide an affirmative statement that the firm is independent of the City of Tulsa and that the firm is unaware of any potential conflicts of interest if it were selected to provide the requested legal services;
7. State amounts of your general liability insurance coverage and malpractice coverage.
8. Provide any other information that might be beneficial to City.

## IX. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

Proposals will be evaluated using the following criteria:

ITEM	POINTS PER ITEM	PERFORMANCE CRITERIA
<b>A</b>	<b>10</b>	Thoroughness of the Proposal
<b>B</b>	<b>25</b>	Outside counsel's (attorneys' and firm's) overall qualifications and the relevant experience of key personnel as determined by the City Attorney or designee.
<b>C</b>	<b>25</b>	Outside counsel's (attorneys' and firm's) experience in workers' compensation matters, particularly for either defending a municipality and/or employer with a similar employee base or as a workers' compensation judge, as determined by the City Attorney or designee.
<b>D</b>	<b>10</b>	Outside counsel's (attorneys' and firm's) experience and success in workers' compensation appeals and resulting decisions at the Oklahoma Supreme Court level as determined by the City Attorney or designee.
<b>E</b>	<b>5</b>	Outside counsel's (attorneys' and firm's) ability to provide various status and metric measurement reports in workers' compensation matters as determined by the City Attorney or designee.
<b>F</b>	<b>25</b>	Proposed rates for services
	<b>100</b>	<b>TOTAL POINTS</b>

This proposal will be awarded to a Respondent whose response meets the minimum requirements as stated in this bid document as well as having the highest number of points as described in the "Evaluation Criteria." The City may choose more than one Respondent to provide these services.

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO):

[https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**X. MISCELLANEOUS**

- A.** The City expects to enter into a written Agreement (the "Agreement") with the chosen Respondent that incorporates this RFP and the selected Respondent's proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Respondent's response to this RFP will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- H.** The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I.** The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.



## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

**Respondent's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_

Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**How did you learn about this business opportunity with the City of Tulsa?**

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: [Click or tap here to enter text.](#)

## Price Sheet Summary

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a Fee Schedule for each year's services:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

<b>5-YEAR TOTAL</b>	<b>\$ _____</b>
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By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature:** \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**AFFIDAVIT  
NON-COLLUSION AND INTEREST**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:

**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

By: \_\_\_\_\_

**Signature**

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
notarized**

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here** ►

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## APPENDIX A – City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Proposer's Name: \_\_\_\_\_

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Response Questions & Proposal Requirements	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Acknowledgement of Receipt of Addenda / Amendments	
Additional Information (Optional)	

**Please Return Entire RFP Packet**

## PACKING LABEL

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# TAC 916B

RFP DESCRIPTION: Legal Services for Workers' Compensation Services

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).  
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.  
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.