



## INVITATION FOR SEALED BID

**RFP 01-740**

**Description: Pre-Paid Legal Services**

**Department: HUMAN RESOURCES/BENEFITS**

**NIGP Commodity Code(s): 961-50-00-000-0**

**Total pages including this page is 20**

**NOTE: FAXED BIDS WILL NOT BE ACCEPTED**

**Important Instruction – Read Carefully:**

If you have obtained these bid specifications from either of:  
City of Tulsa's Fax-on-Demand (918-596-1171) or  
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail [pcummings@ci.tulsa.ok.us](mailto:pcummings@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

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**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:**     February 21, 2002

**BID NUMBER:**     **RFP 01-740**

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY  
PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS:     January 31, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of:     NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\* **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** \*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

**NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.**

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.



# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says  
**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - 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.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

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

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

# CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

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Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

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EMPLOYEE  
Premium

EMPLOYEE & FAMILY  
Premium

Monthly Fee Schedule for:

A. FY 02-2003

\_\_\_\_\_

\_\_\_\_\_

B. FY 03-2004

\_\_\_\_\_

\_\_\_\_\_

C. FY 04-2005

\_\_\_\_\_

\_\_\_\_\_

**RFP 01-740**  
**PREPAID LEGAL SERVICES**  
**HUMAN RESOURCES/BENEFITS**

The City of Tulsa, Employee Benefits Committee is soliciting proposals from qualified firms for providing legal services to its employees. You are invited to submit a proposal to the City of Tulsa, Oklahoma, in accordance with the terms, conditions, and instructions as set forth in this Request for Proposal. No commissions or brokerage fees will be paid by the City of Tulsa in the selection or employment of a Legal Services Provider. You must give a bid on the attached Plan design for all affected participants. Your response must include:

- a copy of your standard contract,
- the completed Interest Affidavit,
- the completed Bidder Affidavit,
- the completed questions on Attachment #1
- the completed Pricing Page, Attachment #2,
- the completed Attachment #3

If these items are not included with the returned response, your bid will not be accepted for review.

Please submit questions to:

**PATRICIA CUMMINGS**  
**CITY OF TULSA**  
**200 CIVIC CENTER, RM. 802**  
**TULSA, OKLAHOMA 74103**  
**(918) 596-7561**  
**FAX (918) 596-7560**

Answers to written questions concerning this RFP which are received before February 12, 2002 will be answered in writing to all who have received a copy of this RFP. Questions received after February 12, 2002 will not be answered.

## **SUBMISSION OF PROPOSALS**

Each bid package must be sealed and include fifteen (15) copies of the completed proposal. All proposals must be received by 4:00 p.m. on February 20, 2002, and should be addressed as follows:

**Deputy City Clerk  
Attn: Dana Towers  
City Hall, Room 109  
200 Civic Center  
Tulsa, Oklahoma 74103**

Late bids will be returned unopened.

## **IMPORTANT**

The final approval of the selected provider will be subject to the final determination of the City and will be contingent upon the successful completion of a contract between the City and the successful bidder.

## **AWARD OF CONTRACT**

1. Authority of the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
  - a. the ability, capacity, and skill of the bidder to perform the contract or provide the service required;
  - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

- c. the character, integrity, reputation, judgement, experience, and efficiency of the bidder;
  - d. the quality of performance of previous contracts or services;
  - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
  - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
  - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract; and,
  - i. the number and scope of conditions attached to the bid.
3. The City of Tulsa reserves the right to refuse any and all bids.

#### **EFFECT OF PERIOD OF PROPOSALS**

All terms and conditions within the proposal must remain in effect until at least August 1, 2002 to allow sufficient review, negotiation and approval time by the City of Tulsa.

#### **RESPONSE REQUIREMENTS**

The Request for Proposals response package, as a minimum, must include the following:

1. The firm's name, home office address, address of the office providing the services under the contract and telephone number. From which office would this plan be serviced?
2. Provide a general description of the firm, including size, number of employees, primary business (consulting, pension planning, insurance, etc.), other business or services, type of organization

(franchise, corporation, partnership, etc.) and other descriptive material.

3. Identify the primary contacts for this assignment and provide summary information of their professional and experience qualifications with your firm..
4. Identify other personnel who shall be performing work under the contract.
5. What is the personnel turn over rate for your company?
6. Statement of the availability and location of staff (including attorneys) and other required resources for performing all services and providing deliverables within indicated time frames. Statement as to whether or not the services outlined in these specifications can be performed using only your present staff.
7. Describe your legal representation in Tulsa, Oklahoma.
8. Explain any potential for conflict your firm would have in servicing the City of Tulsa.
9. List of companies/municipalities for which the firm currently provides prepaid legal services, including the company/municipality name, approximate number of participants and number of years the firm has been retained. For reference purposes, at least three of the companies/municipalities included on the list provide the address, telephone number, name and title of person(s) responsible for the administration.
10. Describe the services of your organization that distinguishes your firm from other legal services firms.
11. Provide a detailed listing of the coverage provided by your firm. Identify specific service limitations and exclusions.

## **ORAL PRESENTATIONS**

Each finalist, will be required to conduct an oral presentation at a time to be selected by the City of Tulsa and agreeable to the bidder.

## **FINAL EVALUATION AND SELECTION**

Each finalist will be evaluated based on the capabilities described in the written proposal and will be evaluated according to the following criteria:

1. General organization and experience of the administrator.
2. Financial arrangements.
3. Scope, responsiveness, and quality of administrative services; including, data processing and management information reporting capabilities.
4. Claims processing organization and procedures.
5. Utilization management and quality assurance programs and services.
6. Ability to comply with specifications as presented.

## **OBJECTIVES AND STRATEGY**

The Employee Benefits Committee wants to provide its Employees the best possible product available. The employee will pay 100% of the premium cost for the Legal services coverage. Participation in this plan would be on a voluntary basis. The City will provide payroll deduction from the employee's check.

### **Account Service**

- Participation in employee enrollment meetings.

## **PREMIUM AND BILLING RATES**

- No commissions will be paid.

## **PERFORMANCE GUARANTEES**

Performance guarantees related to service, member satisfaction, etc. will be negotiated prior to the nomination of a provider. Proposals should include any performance guarantees and standards which the bidder wishes to propose.

## **CONTRACT GUARANTEE**

The City reserves the right to renew the contract for two (2) additional one-year periods renewable annually on consent of both parties involved, or to cancel with a 30 day written notice.

All contracts must be guaranteed for the rate guaranteed periods and cannot be cancelled by the provider except for the City's non-payment of rates or fees.

## **MANAGEMENT REPORTS**

Management reports will be required quarterly, showing utilization patterns.

## **AUDITS**

With reasonable prior notice, the selected carrier must agree to allow the City's auditors to conduct an audit of all accounts, systems, and records related to the City account.

**ATTACHMENT I**  
**LEGAL SERVICES PROVIDER QUESTIONNAIRE**

1. Please list the state where you are currently approved to offer a Legal Services product.
2. Are you willing to negotiate price in order to recognize the efficiencies inherent in-group contract versus individual contracts?
3. Are you willing to enhance the current package to be the City of Tulsa's Legal Services Provider?
4. Describe your legal representative in Tulsa.
5. Describe the differences between this proposal and an individual policy.
6. Would you be willing to include the execution of a Living Trust in the benefit levels?

**ATTACHMENT II  
PROPOSED LEGAL SERVICES PLAN**

SERVICE ITEM	COVERAGE
UNLIMITED TELEPHONE CONSULTATIONS	
Office consultations	4 hrs
Document Review	4 hrs
3 <sup>rd</sup> Party Letter Prep, Phone Calls	4 hrs
Financial Counseling/Helpline	Preventative Legal Care
Immigration Helpline	
Referrals	No
CONSUMER MATTERS – PAID IN FULL	
Document Prep	Yes
Deeds, Promissory Notes	Yes
Installment Sale Agreements	Yes
Consumer Disputes	Yes
Correspondence	Yes
File/Settle	Yes
Trail Defense	\$420 max.
Life Insurance Claims	No
WILLS & ESTATES – PAID IN FULL	
Basic Will (Husband & Wife	Yes
Complex/Extensive Will Preparation	Yes
Amendment of Will	Yes
Codicils, Living Wills	Yes
Power of Attorney – General or HealthCare	Yes
Living Trusts	Yes
RESIDENTIAL – PAID IN FULL	
Review & Prep of Lease	Yes
Purchase of Principle residence	Yes
Sale of Principle residence	Yes
Refinancing of principle Residence	Yes
Real Property & tenant disputes	Yes

FINANCIAL MATTERS	
Debt Collection	Limited to One per benefit year.
Correspondence	Limited to One per benefit year.
File/Settle	Limited to One per benefit year.
UNLIMITED TELEPHONE CONSULTATIONS	
Office Consultations	4 hrs
Trial Defense	Limited to One per benefit year.
Bankruptcy	Yes
Foreclosure	Yes
IRS Tax Audits	Yes
FAMILY LAW – PAID IN FULL	
Legal Separation	Yes
Consent/Default Divorce	Yes
Uncontested Divorce	Yes
Civil Annulment	Yes
COVERAGE	
Contested Divorce	Yes
Name Change	Yes
Guardianship/Conservatorship	Yes
Uncontested Agency Adoption	Yes
Contested Agency Adoptions	Yes
Step-parent Adoptions	Yes
Juvenile Court Proceedings	Yes
Child Support/Visitations	Yes
CIVIL LITIGATION DEFENSE	
In full without court appearance	Yes
With Court appearance	Yes

CRIMINAL DEFENSE (Limited to One per benefit year)	
Administrative proceedings (suspension/revocation of license)	Yes
Serious Traffic Matters – DUI's (suspension/revocation of license)	DUI's excluded from coverage
Misdemeanor Defense	One/5 year period
OTHER PROVISIONS	
Return Premium Clause	No
Spousal Survival Benefit	Yes
ERISA Complaint	Yes
800 numbers available	Yes
On-line services available	Yes
INCLUDE NUMBER OF ATTORNEYS IN TULSA COUNTY	
Responder must specifically identify limitations on above services.	