



CITY OF
Tulsa
A New Kind of Energy™

10/14/2011

**Request for Proposal
TAC 955 – Addendum 1**

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #1 on Form #6 of the RFP package as verification that you have received and are aware of the information contained herein.

Due Date for RFP has been extended to October 26, 2011 at 5:00PM (CDT) at the Deputy City Clerk's Office, 175 E. 2nd St., S# 260, Tulsa, Ok. 74103

The Addendum 1 proposal packet is what must be used to submit your proposal.

Please find attached the responses to all questions asked: Answers are under the questions and in blue

Q1: How many open work comp claims does the City have? Who is the current medical bill review, case management company?

877 open claims (166 info only, 171 medical only, 532 indemnity (>300 of those occurred prior to 1/1/10))

The City currently contracts with a vendor who provides bill review against the medical fee schedule and with Work Net PPO.

The City does not contract with any particular vendor for medical case management, but do assign case managers on an as needed basis.

Q2 Detailed electronic file (Excel is better) of all employee workers' compensation claims / injury claims for the past 3 –5 years, with: Claims and costs broken down by major category (e.g. medical costs, indemnity payments, expenses, etc.). data fields such as: claim number, injury type, injury date, claim date, injury cause, body part injured, department name or number, incident location, claimant demographics (years of service, age, occupation), type of case (lost time, medical only, report-only).

Free-form text fields that describe the incident/injury

There is no need to delete categories; Vendor will manage fields that are not applicable and

Vendor will delete employee name fields

OSHA Recordable injury counts by department/work group for the past 3-5 years

Workers Compensation costs by department/work group for the past 3-5 years

Lost/restricted work days broken down by department or business unit for the past 3-5 years.

Employee counts and hours worked for each department and for the entire business for the past 3 –5 years.

Safety Related Costs

Costs associated with claims administration and claims management not included in the electronic file requested above.

Costs associated with safety regulatory fines and citations for the past 3-5 years.

Equipment and property damage costs associated with safety incidents in the workplace over the past 3-5 years.

Overall descriptions of how employee injury and vehicle accident/customer liability claims costs are allocated within the organization.

Copy of any third-party actuarial analysis of liabilities associated with employee injury and vehicle accident/customer liability claims.

The following data would be helpful but not a necessity:

Electronic file of all vehicle accident and/or customer liability claims for the past 3-5 years, with data fields that include date of incident, report date, incident type, incident cause, location, facility name, segment of operations involved, and costs associated with each claim.

Vehicle miles driven and/or customer volumes by department or operating unit for past 3-5 years

Samples of internal performance reports for the past 3 years that summarize employee injury and vehicle/customer liability claims counts, rates and costs.

The information requested is available except for property loss and collision damage.

The detailed information being requested is not being furnished due to concerns for employee confidentiality / HIPAA laws. As the City and potential bidders have not entered into a contractual relationship, nor the City covered by the potential bidders insurance for any liability to the City for actions or dissemination of information by the potential bidders, detailed information is not being provided.

See file: "Injury Review Tulsa Total for RFP TAC955 Use.ppt" (This includes all departments' rates.)

Q3: We have a question regarding compliance with Title 5 Revised Ordinances, Item 2. from page 4 of the RFP under General Notifications. Can you confirm the specific language you are referring to is from Ordinance 22325? We intend to fulfill the proposed services through a combination of full time employees and our network of Consultants, who are highly trained specialized contractors. We do not anticipate the need to hire any subcontractors to provide the proposed services. Does that meet your standard? Is there any percentage of the contract that is to be set aside?

B. General Conditions

2. All respondents shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.

Yes, ordinance 22325 is correct. The proposed use of personnel meets the City's standards. The City does not require a percentage set-aside.

Q4: What RMIS is used by the city to administer your claims management program?

Risk Envision 3.2

Can loss data be downloaded in excel format for analysis?

Yes

Do you have WC loss and/or OSHA rate data broken down by department?

Yes

Q5 Does the City have an estimate on when the award of bid will be made?

Award should be made during 2011 calendar year, presuming a submission is received that meets the needs of the City. Once the award is made, contract negotiations will begin. Whether all signatures and approvals can be completed so that the analysis can begin before calendar year 2011 is completed is dependent upon these approvals.

Q6 The timeframe for the review requires the report to be provided within 45 days. Are these working days or calendar days after contract finalization?

They are the City of Tulsa working days from the date that the contract is finalized. (IE: If vendor is closed for a period of time during the Christmas - New Years' time period in excess of the days the City of Tulsa is closed, those days shall be included as "working days" and counted in the 45 days time period.)



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**FORM #6
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 Proposal Packet and will become a part of any resulting contract.

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

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____



CITY OF
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CITY OF TULSA
FINANCE DEPARTMENT

REQUEST FOR PROPOSAL
TAC 955 – Addendum 1

***PROFESSIONAL CONSULTING SERVICES FOR
Workers' Compensation Loss Control***

NIGP CODES: 918-66; 918-69

Submit proposals to:
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103

About Tulsa

Tulsa is the second largest city in Oklahoma with a 2009-estimated municipal population of 389,625 and 168,669 occupied households. Tulsa has a diversified economy with business sectors of aerospace, construction, education, energy, healthcare, telecommunications, manufacturing, and technology.

Tulsa's municipal government is a mayor-council system. Mayor Dewey Bartlett has been in office since December 2009. Nine city councilors represent their respective districts for staggered three-year terms. The City employs approximately 4,000 full-time and part-time employees. There are seven bargaining units representing Tulsa Police, Tulsa Fire, Labor & Trades, Office and Administrative Technical, Information Technology, Emergency Communications, and Airport Officers. Copies of the applicable contracts with these bargaining units are attached as **Attachment A**.

I. STATEMENT OF PURPOSE:

The City of Tulsa ("City") paid over \$10,000,000 in medical and indemnity costs related to Workers' Compensation last fiscal year. The City's OSHA Incident Rate for the same period was 27.35. The City is self-insured and does not purchase specific or aggregate excess coverage. The City operates an occupational health clinic where employees are referred when injured. Claims are administered in-house. The City has recently contracted with a legal firm that specializes in Workers' Compensation to handle litigation.

The City is requesting Proposals from qualified vendors to perform an analysis (the "Analysis") of all elements that contribute to the high Incident Rate and corresponding high Workers' Compensation Expense. The Analysis will include but not be limited to job safety, health and wellness, safety and health training, safety culture, workers' compensation claims administration, medical services, litigation, regulatory compliance and accountability. In releasing this Request for Proposals (RFP), the City is seeking to partner with a firm or firms to secure an Analysis that will provide the foundation for a measurable reduction in employee injuries and significant savings in workers' compensation expenses. To the extent that the firm or firms selected as a result of this RFP demonstrate themselves to be valuable partners to the City, there may be future opportunities to provide additional services for the City. To this end, please include a pricing structure for any additional work you may be asked to perform to implement your recommended solution.

This RFP describes the technical specifications for the Analysis to be performed and contains an overview of the terms under which services are to be provided.

The City will consider partnerships between Consultants to provide the full range of required services. The City reserves the right to split the work contemplated in

this RFP among multiple Consultants, to award only part of the services specified in this document, to use additional Consultants, or to reject all proposals.

We look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. The proposal must be received by **5:00 p.m. on Wednesday, October 26, 2011 Central Daylight Time**. Please place proposals in an envelope or box clearly labeled "TAC 955 - RFP for Professional Consulting Services for Workers' Compensation Loss Control."
2. Proposals should be sent to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested Respondents are required to register with the Buyer, Cathy D. Evans, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on October 10, 2011.

Cathy Evans, Senior Buyer
cdevans@cityoftulsa.org
Phone: 918-596-7561

5. Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.
6. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and

have legal authority to execute the contract on the Respondent's behalf.

B. General Notifications

1. 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.
2. All respondents shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
3. All respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

4. The City of Tulsa also notifies all Respondents that the City has the right to modify the proposal and final selection of work product requirements as needed.
5. Although it is the City's intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

III. SCOPE OF WORK

The City requests a proposal for professional consulting services to provide the Analysis described in the Statement of Purpose. The Analysis shall include all employee groups, including Police and Fire. The Consultant shall conduct any necessary interviews, visit

facilities and job sites as necessary, and assess all available information to develop recommendations to assist the City to improve employee safety, reduce its Workers' Compensation Expense and drive down its OSHA Incident Rate.

The scope of the Analysis will include but not be limited to:

1. The Consultant shall review the systems and data analysis tools used to manage all elements of the Safety, Health and Workers' Compensation Program described in the Statement of Purpose.
2. The Consultant shall review and analyze the information contained in Attachments and any other relevant information (as identified by the Consultant and that can be provided by the City).
3. The Consultant shall review and make an assessment of the organizational effectiveness and structure of the City's current safety and health policies and procedures (**Attachment B**) and shall perform an evaluation of the City's safety culture.
4. The Consultant shall analyze and benchmark its City of Tulsa findings against best practices and comparable cities.
5. Any compliance component should include a listing of the identified issues, classification, citation and recommendations consistent with PEOSHA.
6. The Consultant shall develop and justify specific recommendations as to how the City of Tulsa can reduce its Workers' Compensation Expense and drive down its OSHA Incident Rate, including estimating the cost, time to implement, resources to implement, and expected savings from implementing.
7. The Consultant shall provide methodologies for implementing, monitoring and controlling any recommendations, including tools to encourage management accountability for future positive outcomes.
8. In addition to completing the assessment and recommendation report, the Consultant shall present the Analysis to the City's executive management team.

IV. TIME FRAME FOR REVIEW:

The resulting analysis report shall be provided to the City within forty-five (45) business days of contract finalization. (As defined in Addendum 1)

V. DELIVERABLES:

The Analysis presented to the City shall include the following components:

1. Executive Summary
2. Comparison of Metrics to Similar Cities
3. Recommendations to achieve significant reduction of expenses
4. Recommendations of how to monitor and measure cost-reduction efforts
5. Report on and estimate of Savings Opportunities
6. Savings Opportunities Implementation Plan and Timeline
7. Any other material Consultant deems necessary to meet the objectives as described in the Statement of Purpose and Scope of Work

VI. FIRM AND PROPOSAL REQUIREMENTS

To be considered, interested firms should submit or address the following:

- A.** One (1) unbound original and five (5) bound copies of the proposal plus four (4) copies on CD-ROM.
- B.** A description of the firm's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent. Provide five (5) references, three (3) of which are public entities, from clients for whom the firm has provided services that are similar in size and scope during the last three years. At least one public entity reference must represent a governmental entity with Police and Fire departments.
- C.** A description of the firm's vision for the project and a justification as to why it is best suited to provide the report.
- D.** A deliverable from a previous comparable project your firm (and those of each firm proposed as part of the team) has conducted similar to the engagement outlined in this City of Tulsa Workers' Compensation Loss Control RFP. Include reference to implemented actions and estimates of resulting savings. Provide contact names and telephone numbers of references from these organizations. Provide redacted sample reports and/or presentations, the time frame over which savings occurred, and the total amount saved.
- E.** Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates. There should be one project manager that manages the entire project which shall be specified in the response.
- F.** Include the completed Price Sheet Summary attached to this RFP indicating both the price for the work outlined as well as pricing for additional work to implement the recommendations included in your proposal.
- G.** To ensure that this project be completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- H.** At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- I.** Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the

preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected firm 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 successful Respondent. Evaluation criteria will be as follows based on the components specified in Section VI of this RFP:

- Qualifications and experience – 25 points
- Vision for the Analysis – 25 points
- Sample deliverable – 15 points
- Proposed schedule – 10 points
- Price – 25 points

VIII. AWARD OF BID:

The City shall evaluate proposals based on those criteria identified in the Mayor's Executive Order No. 90-08 as factors to be considered in the review of proposals including:

1. Professional qualifications, specialized experienced and technical competence of the firm and its employees with respect to the types of services required;
2. Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to meet schedules;
3. Record of past performance with the City and other jurisdictions (please provide references). This will include controlling costs, quality of work, meeting established schedules and deadlines, cooperation and responsiveness, compliance with workers' compensation laws and a demonstrated ability to effectively manage program teams.
4. Proximity to and familiarity with the area of service;
5. Proposed project cost;
6. Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;
7. Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
8. Financial standing;
9. Estimated schedule for completion of the project.

IX. MISCELLANEOUS

- A.** Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the contract, 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 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.
- D.** Your proposal must clearly indicate the name of the responding organization, including the firm's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the consultant and/or team of consultants assigned to the City account.
- E.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F.** 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, see the provisions of the City of Tulsa Open Records Policy, available via the following link:
www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf

Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal. The City shall not infringe upon any intellectual property right of any vendor, but specifically 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. The City shall not be under any obligation to return any materials submitted in response to this RFP.

- G.** The City expects to enter into a written Agreement (the "Agreement") with the chosen vendor that shall incorporate this RFP and your proposal. 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.

AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

TIN: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

My commission number: _____

The Affidavit must be signed by an authorized agent and notarized

Price Sheet Summary

Propose a **not to exceed, fixed fee** for the project on line 1 below:

1. Workers' Compensation Program Report: \$ _____
(includes all deliverables listed in Section III, "Scope of Work")

Provide an **estimate** for line 2 below:

2. Estimated cost - Implementation of proposed recommendations:
\$ _____

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City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the City's Mayor, with five (5) one-year renewals available at the option of the City. All contracts entered into by the City of Tulsa shall include, but not be limited to, the following general terms:

1. **Renewals.** Contractor 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 1st to June 30th) 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.** Contractor 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 Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor 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 Contractor.** Contractor 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 Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor 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 Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor 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 Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor 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. Contractor 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.

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. Contractor 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. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____