

**CITY OF CARSON
701 EAST CARSON STREET
CARSON, CALIFORNIA 90745**

REQUEST FOR PROPOSAL RFP NO. P17-11

NOTICE IS HEREBY GIVEN THAT THE Purchasing Manager of the City of Carson will receive formal proposals for:

**WORKERS' COMPENSATION DEFENSE
ATTORNEY SERVICES
RFP NO. P17-11**

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY USING PLANET BIDS. TO ACCESS AND REGISTER FOR THIS PROPOSAL, PLEASE VISIT <http://ci.carson.ca.us/finance/purchasing.aspx> TO GO TO THE CITY'S WEBSITE AND CLICK ON THE LINK "BIDDING/RFP OPPORTUNITIES".

Each proposal must be **submitted, no later than 4:00p.m. on the 15th day of June 2017**, to the Purchasing Manager/City Council for award of the purchase contract or rejection of the proposal as the Purchasing Manager/City Council may deem wise in their discretion.

Proposals received after 4:00p.m. will be considered late. It is the policy of the City of Carson to reject any proposal that is received late.

DATED THIS 11th DAY OF MAY 2017

CITY OF CARSON

**ZACHARY WULF,
PURCHASING MANAGER**

WORKERS' COMPENSATION DEFENSE ATTORNEY LIST

1. Bradford and Barthel
Jeannine M. Lewis, WCLA
jlewis@bradfordbarthel.com
2. Michael Sullivan and Associates
Sandra Figueroa
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3. Law Offices of Michael P. Barnard
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5. Mullen & Filippi
Christopher Morrow
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Ian Fyvie
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9. Morse, Giesler, Callister, Karlin & Hiura, LLP
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10. Law Offices of Dabbah & Haddad
gdd@dhapc.com
12. Black and Rose
Michelle@blackandrose.com
13. Adelson, Testan, Brundo, Novell & Jimenez
Kari Crudup
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**CITY OF CARSON
REQUEST FOR PROPOSAL
WORKERS' COMPENSATION DEFENSE ATTORNEY**

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REQUEST FOR PROPOSAL
WORKERS' COMPENSATION DEFENSE ATTORNEY**

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**CITY OF CARSON
REQUEST FOR PROPOSAL NO. P17-11
WORKERS' COMPENSATION DEFENSE ATTORNEY**

1.0 INTRODUCTION/BACKGROUND

The City of Carson ("City") is soliciting request for proposals ("RFP") from qualified firms or individuals interested in providing workers' compensation legal defense services. Defense counsel must have expertise in workers' compensation law and litigation. The City contracts with a Third-Party Claims Administrator ("TPA") to adjust City employee workers' compensation claims. Defense counsel will assist the City and its TPA with defending litigated workers' compensation claims.

The City's Human Resources/Risk Management Division is responsible for management of the City's worker compensation program, including contract administration of the TPA contract.

The City is self-insured for workers' compensation benefits under Certificate Number 7237 and has been self-insured since July 1, 1981. The City has a \$750,000 self-insured retention level and excess insurance coverage up to state statutory limits.

The City may award contracts to more than one firm to create a workers' compensation defense panel. The City plans to award a three-year contract and two one-year City options (Years 4 and 5). It should be noted that a contract award does not guarantee that cases will be referred or assigned.

Please submit your proposal no later than **4:00 p.m., on June 15, 2017**. Proposals must be submitted electronically using planet bids. It is the policy of the City to reject any proposal that is received late. To access and register for this proposal, please visit <http://ci.carson.ca.us/finance/purchasing.aspx> to go to the city's website and click on the link "bidding/rfp opportunities".

REQUEST FOR PROPOSAL NO. P17-11

Questions regarding this RFP shall be directed to Zachary Wulf. He can be reached at Zwulf@carson.ca.us or (310) 952-1700, ext. 1233.

2.0 SCOPE OF WORK

The duties of Defense counsel shall include, but are not limited to, assisting the City and its TPA by providing legal advice and representation before courts and governmental agencies relating to litigated workers' compensation claims.



Defense attorney firms shall provide legal services, including, but not limited to the following:

- Providing thorough legal analysis and making recommendations for processing, resolving, settling and/or litigating claims;
- Representing the City before the Workers' Compensation Appeals Board, in arbitration cases, and before the Court of Appeals and the Supreme Court;
- Representing the City at Mandatory Settlement Conferences, Status Conferences, Pre-Trials, Arbitrations and Trials in a professional and organized manner;
- Negotiating settlements pursuant to granted settlement authority;
- Performing research and providing legal opinions;
- Preparing pleadings, designation of records, trial briefs, points and authorities, appeals, and other required legal documents, when necessary;
- Conducting pretrial discovery, including depositions, subpoena of records and other matters necessary to prepare for trial;
- Providing concise written and oral reports to the TPA and the City;
- Providing any and all legal representation necessary for the competent defense of workers' compensation claims';
- Representing the City in third-party actions and lawsuits regarding subrogation recovery.
- Appear before City decision-makers to discuss litigation strategy and/or make settlement recommendations.

3.0 QUALIFICATIONS OF RESPONDENTS

All proposers shall have sufficiently qualified attorneys, paralegals and other personnel staff and resources necessary to provide competent legal services as articulated above in Section 2.0, **SCOPE OF WORK**. Please provide information that details the names, bar number, resumes, legal training, education and years of workers' compensation experience for attorneys that will perform legal services for the City.

Please submit a statement listing the proposed hourly rates of each partner, attorney, subrogation attorney, paralegal and other staff that will provide services for the City in your firm's response to this RFP. While handling City claims, defense attorney firms will need to identify, evaluate and obtain authority to pursue subrogation opportunities. If subrogation hourly fees *are greater than* workers' compensation hourly fees, please so indicate. Should a defense attorney firm opt

to subcontract subrogation or any other work to another firm, City authorization *must* first be obtained.

Please provide a list of your clients, particularly public entity clients, and years representing each

4.0 INSURANCE

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, its agents, representatives, employees or subcontractors, pursuant to the contractor's proposal or any subsequent contract entered into with the City. Insurance shall be provided as described below. All insurance coverage shall be provided by insurers authorized by the California Insurance Commissioner to transact insurance business in California with a rating of "A" or better in the current Best's Key Rating Guide.

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles and/or any auto with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a One Million Dollars (\$1,000,000) limit and a general aggregate limit of Two Million Dollars (\$2,000,000.00) on a "claims-made" basis.

The City reserves the right to require complete, certified copies of all required insurance policies including policy endorsements effecting coverage required by the above specifications at any time.

5.0 INDEMNIFICATION

Contractor agrees to indemnify, hold harmless and defend the City, its officers, employees, agents and volunteers, from any and all liability or financial loss including legal expenses and costs of expert witnesses and consultants, resulting from any suits, claims, losses or actions brought by any person or persons, by reasons of injury or property damage arising directly or indirectly from the activities and operations of Contractor, including its officers, agents,



employees, subcontractors or any persons employed by Contractor, in the performance of the Agreement. Contractor agrees that Contractor's covenant under this section shall survive the termination of this agreement.

6.0 EVIDENCE OF COVERAGE

1. Prior to commencement of work under this contract, or within 14 days of notification of award of contract, whichever is shorter, Contractor shall file certificates of insurance and original endorsements evidencing coverage in compliance with this contract and in a form acceptable to city.
2. Contractor shall provide to city, on request, a complete copy, including all endorsements and riders, of any insurance policy.
3. During the term of this agreement, Contractor shall maintain current valid proof of insurance coverage with City at all times. Proof of renewals shall be filed prior to expiration of any required coverage.
4. Failure to submit any required evidence of insurance within the time period shall be cause for termination by default, and shall be cause for forfeiture of Contractor's bid security, if applicable.
5. In the event contractor does not maintain current, valid evidence of insurance on file with the City, City may, at its option, withhold payment of any moneys owed to Contractor, or which it subsequently owes to Contractor, until proper proof of insurance is provided to the City.

7.0 GENERAL INSURANCE PROVISIONS

Each policy of liability insurance, except workers' compensation insurance, shall contain the following separate endorsement forms:

1. The City of Carson and its respective officers, employees, agents, and volunteers shall be named as an additional insured under the Policy in relation to those activities described above with regard to operations performed by or on behalf of the Contractor. The City shall have no liability for the payment of any premiums or assessments under the Contractor's insurance Policy.
2. The insurance coverages afforded the Contractor under their Policy shall be primary insurance, and no other insurance maintained by the City shall be called upon to contribute with the insurance coverage provided by their Policy.
3. Insurance coverage under the Contractor's Policy shall apply separately to each separate additional insured against whom claim is made or suit is brought except with respect to the limits of the Contractor's liability.

4. Should any of the above described policies be cancelled or amended before the expiration date thereof, notice will be delivered to the City in accordance with the policy provisions.
5. Contractor hereby waives all rights of subrogation and contribution against the City, in relation to those activities and operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the City.

8.0 ADDITIONAL INSURED

General Liability and Automobile Liability shall name the City and its respective officers, employees, agents, and volunteers as additional insureds.

9.0 FORM OF PROPOSAL

The following information states the terms and conditions that will govern the submission, content, and evaluation of the proposals submitted to the City in response to this RFP.

1. Acceptance of Terms and Conditions

Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all the terms and conditions hereinafter set forth in this RFP otherwise expressly stated in proposal.

2. Right of rejection by the City

Notwithstanding any other provisions of this RFP, the City reserves the right to reject all proposals and to waive any informality in a proposal when to do so would be to the advantage of the City or its taxpayers.

3. Financial Responsibility

The City shall have no financial responsibility for any costs incurred by the proposer in responding to this RFP.

4. Award of Contract

This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. However, the City reserves the right to further negotiate the terms and conditions of the contract with the selected proposer

No contract or agreement, express or implied, shall exist or be binding on the City before the execution of a written contract by both parties. The proposed contract form is attached for your review. If the proposer has any objections or requested changes to the City's form contract, then objections or changes must be included in the proposal. If

agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the City in its sole discretion, the City may enter into negotiations and sign a contract with any other competitively ranked proposer who submitted timely and responsive proposals to this RFP.

5. Conference During the Evaluation Period

After the deadline to submit proposals and continuing until a contract has been awarded, all City personnel involved in the administration of the City's Workers' Compensation Program will have been specifically directed against holding any meetings, conferences or technical discussions with any proposer except as needed for the evaluation of the RFP or as needed in the regular course of business. Failure to comply with this requirement will automatically terminate further consideration of that firm or individual's proposal.

6. Adherence to RFP Format

Responses to this RFP must be made in accordance with the format set forth in the RFP. Failure to adhere to this format may be cause for rejection of the proposal as being non-responsive.

7. Preparation of Proposal

Each proposal will be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation.

8. Deadline and Web Address for Submission

Due Date – All proposals are due no later than **4:00 p.m., June 15, 2017**, and should be submitted through the planet bids website. To access and register for this proposal, please visit <http://ci.carson.ca.us/finance/purchasing.aspx> to go to the city's website and click on the link "bidding/rfp opportunities".

9. Proposal Conditions or Limitations

Proposals which impose conditions or limitations to those set forth in this RFP may be considered not responsive and be rejected.

10. Proposal Interpretations and Addenda

Any changes to or interpretation of the RFP will be sent by the City to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of said RFP and may be incorporated into any contract awarded pursuant thereto.

11. Execution of Proposals

If the proposer is a partnership, the proposal must be signed in the name of the partnership by a General partner thereof. If the proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairperson of the Board, President or Vice-President **and** a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All Signatures above must be original and in ink.

12. Terms of Withdrawal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted therein.

13. Modification of Proposal

Any proposer may modify his/her proposal by written request via planet bids any time prior to the scheduled closing date and time for receipt of proposal, provided such written request is received by the City prior to said closing time and further provided that the City receives a full, written confirmation of the written request via planet bids.

14. Errors in the RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the proposer should contact the City by May 25, 2017 with written notice via planet bids of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the City may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential proposers to whom the RFP was sent.

If prior to the date fixed for submissions, June 15, 2017, a proposer knows of or should have known of an error in the RFP but fails to notify the City of the error by May 25, 2017, the proposer shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

15. Questions Regarding the RFP

Questions regarding the RFP may be addressed in writing via planet bids website. All questions must be submitted no later than May 25, 2017. Questions and answers regarding the RFP may be shared with all proposers known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the proposer may submit the question in writing via planet bids, conspicuously marking it as "CONFIDENTIAL." With the question, the proposer must submit a statement explaining why the question is proprietary

proposer must submit a statement explaining why the question is proprietary and sensitive. If the City concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the City does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the proposer will be notified.

A proposer, who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The City must receive any such request no later May 18, 2017.

16. Protest Procedure

A proposer may protest the award if it meets all the following conditions:

1. The proposer has submitted a proposal that it believes is or should have been the winning bid, under the criteria set forth above;
2. The proposer believes that its proposal meets the City's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the City; and
3. The proposer believes that the City has incorrectly selected another proposer.

A proposer qualified to protest should contact Dr. Gail McMahon, Director of Human Resources/Risk Management, at (310) 952-1735 to attempt an informal resolution. If this contact is unable to resolve the protest to the proposer's satisfaction, the proposer must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the proposer believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

City of Carson
701 E. Carson Street
Carson, CA 90745
Attention: Kenneth C. Farfsing, City Manager

Protests will be reviewed and decided by Kenneth C. Farfsing, City Manager, within 30 days after the City issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

19. Disposition of Proposals

All proposals submitted in response to this RFP shall become the property of the City of Carson and a matter of public record. Proposers must identify all copyrighted material, trade secrets and other proprietary information and the specific page or pages that the proposers claim are exempt from the California Public Records Act (California Government Code Section 6250, et seq.). In the event a proposer claims such an exemption, the proposer is required to state in the proposal that:

"The proposer will indemnify the City and hold it harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of the proposer's right to exemption from disclosure.

10.0 INSTRUCTIONS FOR THE WRITTEN PROPOSAL

1. Describe the defense attorney firm completing this proposal, including background, history and years of experience in workers' compensation legal defense.
2. Provide a list of ten of your current and previous clients, including all clients serviced in the last three years. Public entity clients preferred. Provide the company name, telephone number, address, contact person and number of years servicing the account.
3. Provide your firm's attorney, paralegal, and office staff turnover percentage for the past three years.
4. Describe your company's mechanism(s) for keeping current with changes in workers' compensation laws, case law, statutes and regulations.
5. Describe your firm's philosophy regarding litigated claims?
6. What standard of performance is utilized to ensure that work product complies with current law, new law and updates to case law?
7. What procedures are utilized to meet important deadlines?
8. What is the turnaround time for City and TPA receipt of hearing reports?
9. How does your firm handle calendar conflicts?
10. Which attorneys will be handling City claims?
 - Provide their bios and their experience handling City claims;

- Have the attorney provide their understanding of the Public Retirement System, Social Security System, Medicare System, Medical Provider Network, Utilization Review and how it may impact the handling of a workers' compensation claim;
 - Have the attorney provide their caseload as of June 8, 2017;
 - Provide examples of documents submitted to the court, appeals courts, including, up not limited to, a Petition for Reconsideration.
11. Do you contract with outside defense attorneys? If so, what is the legal malpractice coverage for this type of arrangement?
 12. The defense attorney firms whose proposals are selected as finalist for consideration may be asked to appear, at their own expense, before an evaluation panel to discuss their proposal.
 13. The proposal must be valid for 120 calendar days from the final submission date of the bids.
 14. Submit a cover letter that contains the name, title, address and telephone number of the individual(s) with authority to bind the proposal during the period in which the City is evaluating the proposal.
 15. A principal of the firm shall sign the cover letter or other person fully authorized to act on behalf of the firm.

11.0 EVALUATION CRITERIA

The City shall evaluate any firm submitting a proposal based upon, but not limited to, the following criteria and the SCOPE OF WORK section:

- a) Ability, experience, legal analysis of workers' compensation claim issues, references, reputation;
- b) A thorough knowledge of California workers' compensation laws and regulations;
- c) Ability to represent the City before state courts and state and local agencies involving workers' compensation litigation. Public entity experience preferred.

12.0 SELECTION AND CONTRACT NEGOTIATION

The Proposers, whose written proposals are determined to be within the competitive range by the City, may be asked to enter contract negotiations. Upon evaluation of the proposals and outcome of the negotiations, staff will make a recommendation for the contract award to the City Council.

The City may:

- Reject any or all proposals or make no award,

- Issue subsequent request for proposals,
- Cancel the request for proposal,
- Establish a short list of proposers eligible for interviews after review of the written proposals by the City and consideration of its recommendations,
- Modify any requirement contained in the RFP and request revised submittals from proposers determined to be within the competitive range,
- Negotiate with any, all, or none of the proposers,
- Solicit best and final offers from all, some, or none of the proposers,
- Award a contract to one or more proposers,
- Accept the written proposal as an offer, without negotiation and issue a notice to proceed,
- Waive any informality on any proposal.

The RFP does not commit the City to negotiate a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to issue a contract with any of the firms responding to this RFP based solely upon its judgment of the qualifications and capabilities of that firm.

No information related to the results of the RFP process will be released until after the recommendation by the City and approval by the City Council.

Firm's Responsibility:

The Firm selected will appoint and make known to the City the personnel who will be responsible for all coordination and communication between the City and the successful proposer.

Within fourteen (14) days of the City mailing the Notification of Award of Contract and the Contract Form, the proposer shall provide the City with all the required insurance certificates and policy endorsement forms.

The City reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by the proposer. Moreover, the City may require evidence of managerial, financial or technical capabilities that are considered necessary for the successful performance of the contract.

Non-Discrimination – In the performance of this Contract, Contractor shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, and age, physical or mental disability.

Estimated Timetable:

Issuance of the Request for Proposal (RFP)	May 11, 2017
Deadline for Receipt of Proposals by the City	June 15, 2017
Last Day to Submit Interim Questions	May 25, 2017
Last Day to Object to RFP	May 25, 2017
Review of Proposals and Attorney Interviews	June 19, 2017 – June 29, 2017
Date of the Contract Award	TBD
Notice of Intent to Award Contract	TBD
Contract Start-Up date	TBD

Questions concerning this Request for Proposal should be directed to Zachary Wulf, Purchasing Manager at ZWulf@carson.ca.us or (310) 952-1700, extension 1233 between the hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday.

**CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION**

The undersigned, as Proposer, declares that this proposal is made without collusion with any other person, firm or corporation and that the only person or parties interested as principals as named herein. Having carefully examined the Request for Proposal for Workers' Compensation Defense Attorney, the Terms and Conditions, we do hereby propose and agree in event of acceptance hereof, to enter into the required agreement with the City of Carson.

Dated this _____ day of _____ 2017,

I certify (or declare) under penalty of perjury

That the foregoing is true and correct.

NAME OF COMPANY

SIGNATURE

TITLE