Request for Proposal
20-710 Addendum 1

Professional Services for
Implementation Communications Planning with Ongoing Support
for Commercial Revitalization Strategy

NIGP Commodity Code(s):
915-22 Communications Marketing Services
918-26 Communications: Public Relations Consulting

Submit proposals (sealed) to:
Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103
Addendum #1

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

CHANGES/QUESTIONS/CLARIFICATION:

CHANGE:
Added to section V. DELIVERABLES,
Item D “A budget not to exceed $100,000.00”
  1. All proposed work shall be accomplished within 12 months from the date an agreement is executed.
  2. Resulting agreement may be renewed for addition of similar work.

Added ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

Price Sheet Summary includes:
“Include an hourly rate schedule by personnel/position/work contribution and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent firm/team for each deliverable and any area from the scope of work which cannot be attributable to a deliverable.”

QUESTIONS/CLARIFICATION:

1. Question: Who is the target audience for the Commercial Revitalization Strategy?
   Response: Given the comprehensive nature of the Strategy, the target audience will vary depending on the Program in question. In general, there are three target audiences that the Proposals and any resulting Communications Strategy should address:
   A. All residents of the City of Tulsa
      Ultimately, the Programs were designed to either directly or indirectly benefit all residents of the City of Tulsa. We want to ensure that they are not only aware of specific Programs they can leverage to start a retail business but are also made aware of the City’s efforts in promoting revitalization in the various ways addressed in the overall Strategy.
   B. Underserved Tulsans
      Several of the Programs were designed to increase access to capital, decrease information gaps, and build capacity among underserved Tulsans. Specifically, it is important that special attention be paid to potential minority and women business owners / entrepreneurs.
   C. National Retailers
      Although the bulk of the Commercial Revitalization Strategy is targeted towards expanding small business entrepreneurship in Tulsa, it is important that the City of Tulsa work with large scale retailers not in the Tulsa market to fill vacant spaces in our most productive sales tax corridors. Therefore, some
attention should be paid how this strategy will increase the capacity of Tulsa to market itself to national retailers.

2. **Question: Are there any specific geographies associated with the Commercial Revitalization Strategy?**
   Response: Yes, there are two geographies specified in the Strategy:
   A. **Bus Rapid Transit Corridors**
      Two of the Programs, 3 and 4, are limited to current and future BRT corridors. A map to the current BRT corridor can be found here.
   B. **City of Tulsa municipal boundaries**
      Eight of the Programs are targeted to citizens and areas within the municipal boundaries of Tulsa.

3. **How will the Proposals be judged on creativity?**
   Response: The Respondent’s description of past work that is similar in nature and scope of work or case study requested in section VI. RESPONDENT AND PROPOSAL REQUIREMENTS, item C “A description of up to three previous projects similar to the work described herein that Respondent (and any others proposed as part of Respondent’s team) has conducted for organizations of similar size and complexity.”

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I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are searching to secure professional services to provide a comprehensive communications plan for implementation with ongoing support to promote the City of Tulsa’s (City) forthcoming Commercial Revitalization Strategy and ancillary programs.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. Proposals must be received by 5:00 p.m. on Wednesday, January 08, 2020, Central Standard Time. Please place proposals in a sealed envelope or box clearly labeled “RFP 20-710, Implementation Communications Planning with Ongoing Support for Commercial Revitalization Strategy”.

Proposals received late will be returned unopened.

2. Proposals shall be delivered sealed to:

   Deputy City Clerk
   City of Tulsa
   175 E. 2nd St.
   Suite 260
   Tulsa, OK 74103

3. All interested Respondents (Sellers) are required to register with the Buyer 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 December 17, 2019

   Terry Thomas, Senior Buyer
   tthomas@cityoftulsa.org

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 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.

5. 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.
6. Proposals will be opened on the morning after the due date, at 8:30am, at the:

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

7. **Pre-Proposal Teleconference:** An optional pre-proposal teleconference will be held Tuesday, December 10, 2019 at 2:30 PM CST to discuss the RFP and submission process. Interested parties must request access information no later than 24 hour prior to the conference.

**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 all applicable laws regarding equal employment opportunity and nondiscrimination.

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 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.

5. Although it is the City’s intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. 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.

6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies
necessary to respond. 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 for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

III. BACKGROUND:

A. Community Preparations

On April 5th, 2016, Tulsa residents approved, with over 50% of the vote, the renewal of an $884.1 million capital improvements package named Vision Tulsa. The Vision package includes three propositions, the first of which allocated $272 million to public safety. The second proposition allocated $102 million to support the City’s transportation needs. The third proposition allocated $510.6 million towards economic development projects, including physical improvements to publicly owned buildings, and the revitalization and beautification of neighborhoods within the city.

$11 million was allocated for a Citywide and Route 66 Beautification and Reinvestment Fund and created a fund for “... annual beautification of Tulsa’s residential neighborhoods, deteriorating commercial shopping areas, and major thoroughfares and entryways into downtown and the city.” Of the $11 million, $3.6 million was allocated towards the revitalization of deteriorating commercial shopping areas. Since mid-2018, the City and Mayor’s Office for Economic Development (MOED) has worked to determine how the $3.6 million should be deployed in order to maximize the impact of the public funds on the commercial and retail market within the City’s municipal boundaries.

In November of 2019, the City will publicly acknowledge the details of the Commercial Revitalization Strategy (“Strategy”) and several Commercial Assistance Programs which serve the Strategy are anticipated to be “live” on January 1, 2020.

B. Retail Market Study

In 2018 the City engaged Place Dynamics, LLC (Place Dynamics) to conduct a comprehensive review of the commercial retail market to identify opportunities and weaknesses. The Mayor’s Office of Economic Development, Tulsa City Council, and the Tulsa Planning Office worked with Place Dynamics to identify a representative sample of retail areas within the City. The resulting sample consisted of thirteen commercial corridors with varying degrees of current market success, including indoor shopping centers, walkable retail environments, and struggling shopping centers. In addition to identifying the opportunities and weaknesses of each retail area, and by extension the entire city, the Retail Market Study
suggested a number of strategies the City could pursue in order to enhance existing retail assets and address their weaknesses.

The primary findings of the Retail Market Study were

- Retail sales have not kept pace with inflation.
- Tulsa residents spent $458.5 million online in 2018.
- Tulsa has 16.1% of Oklahoma’s population but accounts for 20.7% of all retail sales in the state.
- The cash economy adds $224.8 million in retail and dining market potential.
- Dollar stores capture including $25.1 million in food sales, or about 2.1% of the city’s grocery market

The results of the study are largely unsurprising and reflected national trends in retail development and sales. Although the study describes a number of suggestions for each of the thirteen study areas, the study was intended to create a benchmark to measure the success of the forthcoming Commercial Revitalization Strategy.

C. Commercial Assistance Programs

The “Programs” which are intended to fulfill the “Strategy” include but may not be limited to the following.

Program 1: Expand the City of Tulsa’s Retail Recruitment and Support Efforts

This program expands the City’s retail recruitment and support efforts; it gives the Mayor’s Office of Economic Development greater ability to recruit new-to-market retailers to the City, support the expansion of existing retailers, and manage the various strategies outlined in the Commercial Revitalization Strategy.

Program 2: Revise Retail Incentive Policy to Encourage Infill Development

This program revises the existing Retail Incentive Policy, to recruit retailers to the city to align with the goals outlined in the Retail Market Study and the Commercial Revitalization Strategy. The change to the Retail Incentive Policy will allow the City to reimburse costs associated with infill and redevelopment of vacant commercial properties by returning a portion of the sales tax generated by the retailer or development.

Program 3: Commercial Development/Redevelopment Revolving Loan Fund

This program encourages commercial and retail development along planned Bus Rapid Transit (BRT) lines within the City. $1.5 million is contemplated to establish a Revolving Loan Fund (RLF), with short term, low interest loans. The development of high-quality transit-oriented projects and redevelopment of existing commercial building
stock is key to ensuring the success of the BRT. Commercial development along the BRT will encourage ridership, expand the City’s tax base, and create vibrant commercial centers accessible to all Tulsans. This strategy is intended to promote new businesses along the BRT and support cost savings for private development which is often costly due to age, location, or other conditions unique to the BRT routes.

Program 4: Commercial Development/ Redevelopment Fee Reimbursement

This program lowers the costs associated with commercial development and retail operations along planned BRT lines in the city. A $100,000 fund is anticipated to reimburse eligible projects or businesses within the predetermined geography for the next five years.

Program 5: INCOG Review of Commercial Corridors

This program requires a comprehensive review of the zoning requirements in a number of areas identified within the Retail Market Study as having unnecessarily restrictive zoning requirements, or zoning patterns that are not conducive to commercial development. The Mayor’s Office of Economic Development understands that a number of the City’s commercial corridors are not thriving due to zoning patterns that do not match an area’s development potential, or restrictive zoning requirements placed upon commercial corridors.

Program 6: Provide Startup Grant to District Management Organizations Associated with Destination Districts

This program supports district management organizations formed through the Tulsa Planning Office’s Destination Districts program. The City understands that a successful Commercial Revitalization Strategy must support local entrepreneurs and neighborhood driven commercial development. While other programs within the Commercial Revitalization Strategy seek to grow local entrepreneurship, this program is aimed at the creation, enhancement, and expansion of community commercial districts. The Destination Districts program will help ensure that local entrepreneurship has a physical space to thrive.

Program 7: Develop Startup Guides for Potential Retailers and Entrepreneurs

This program encourages the proliferation of new local businesses within the City by providing comprehensive guides to Tulsans that explain the various permits, licenses, and certifications businesses need to operate legally within the State of Oklahoma and the City.
Program 8: Support Business and Retail Entrepreneurship Programs managed by the Tulsa Economic Development Corporation (TEDC)

This program encourages the proliferation of locally owned retail / commercial businesses within the City. The City recognizes that local entrepreneurship plays a vital role in the success of any commercial revitalization strategy. This program also seeks to promote business development within a number of underserved communities within the City. The City currently plans to allocate $150,000 over three years to support the expansion of TEDC’s business and entrepreneurship training programs in the City.

Program 9: Encourage the proliferation of short term, pop up retail spaces

This program ensures that individuals interested in opening a commercial business within the City have adequate opportunity to do so.

Program 10: Partner with KIVA to support local entrepreneurship in the retail and commercial sectors

This program increases access to capital for Tulsans in underserved communities interested in opening a retail or commercial business. The City plans to use $60,000 of the available funds to create a matching program for loans crowdfunded through KIVA to support commercial and retail businesses. The City is committed to ensuring the Commercial Revitalization Strategy is equitable and addresses the systemic disadvantages particular communities face during every stage of the business development cycle. Allocating a portion of the Commercial Revitalization Funds for a microloan match program will increase access to capital in underserved areas and promote business entrepreneurship / retail development within the City.

IV. SCOPE OF WORK:

A. The Respondent shall provide plans which increase awareness of the Commercial Revitalization Strategy and its ancillary “Programs” numbered 1 through 10; it is not required to provide planning for announcement of the Strategy.

B. The Respondent shall evaluate the key objectives of each program within the Commercial Revitalization Strategy, engage community partners, and employ quantitative data, to form and document recommended communications priorities, produce communications materials, and create the communications strategy for use during the implementation phases of the Commercial Revitalization Strategy.

C. The Respondent shall work with City’s Communications Department and
Mayor’s Office of Economic Development (MOED) to review and appraise the success of current and past communications efforts for similar programs.

D. The respondent shall review best practices of communications for similar programs to determine:
   1. similar efforts in peer cities and evaluate what contributed to their success or failure;
   2. qualitative data used in other cities on community engagement; and
   3. which cities have effectively marketed these programs to disadvantaged communities, while maintaining inclusivity.

E. The Respondent shall ensure that communications efforts do not exclude any of the multitude of resources available to entrepreneurs in the City by engaging key stakeholders to identity and become familiar with the programs and resources that are available to individuals interested in opening a retail or commercial business within the City. The list of resources must include the Mayor’s Office for Economic Development, Mayor’s Office for Community Development, Tulsa Regional Chamber, Tulsa Economic Development Corporation (TEDC), Lobeck Taylor Family Foundation (LTFF), George Kaiser Family Foundation (GKFF), and KIVA microloans.

F. The Respondent shall create tailored outreach plans that increase awareness, encourage participation in, and highlight use of the Commercial Assistance Programs that align with their anticipated audiences.

G. The Respondent shall incorporate plans that leverage current programs to maximize the impact of communications efforts regarding the Commercial Revitalization Strategy.

H. The Respondent shall work with the Mayor’s Office for Economic Development and Communications Department to evaluate the influence of several factors to determine the appropriate target audience for each program which includes but is not limited to:
   1. input from City of Tulsa Staff;
   2. a group’s access to other retail business development resources; and
   3. geographic factors that make utilization of the strategy impossible or improbable.

I. The Respondent shall work with the Mayor’s Office of Economic Development and Communications staff to develop a consistently branded campaign for the Commercial Revitalization Strategy by which it will be identified in future marketing materials such as retail recruitment materials and other informational documents.

J. The Respondent shall develop branded collateral which incorporates and/or features select organizational and community-oriented brand elements that communicates the intention of the Strategy, maintains a level of consistency with existing collateral and is distinct from peer cities.
K. The Respondent shall determine what retail marketing materials are needed to successfully market the City to new-to-market retailers. Examples of retail marketing materials include, but are not limited to:
   1. Physical Recruitment Materials: These materials will be used to advertise Tulsa to retailers at national and regional conventions. The expected results may include but are not limited to;
      a. Fliers
      b. Pamphlets
      c. Posters
      d. Tent banners
      e. Handouts
      f. Call cards
   2. The Respondent shall create materials based upon the best practices research that can be sent electronically through an email or email attachment to potential retailers. Material must be customizable and easily editable in software such as Adobe Creative Suite®, Microsoft Office, etc.

L. The Respondent shall create an engagement platform that clearly explains benefits an individual or business can gain from each of the Strategy’s Commercial Assistance Programs. The engagement platform should include the following items:
   1. Clear and detailed maps that show the geographic boundaries associated with third and fourth strategy.
   2. A program guide for use by individuals and businesses to determine from which of the programs they can benefit.
   3. Links to other resources and programs located within the city and operated by community partners. These include, but are not limited to Score, 36 Degrees North, and Kitchen 66.
   4. An informational section that includes the history of the Retail Market Study, the Commercial Revitalization Strategy along with a description of each ancillary program and appropriate contact information.

M. The Respondent shall provide support for the engagement platform through the end of June 2021. Support includes:
   1. maintaining the platform, ensuring its operability, fixing errors on the platform, and making updates as requested by the City
   2. publishing reports on the success of various programs, as determined by the City

N. The Respondent shall create templates for general marketing materials that the City and Mayor’s Office of Economic Development can use in their retail recruitment efforts. The general templates shall be consistent with organization and program specific collateral and must be customizable by MOED in software such as Microsoft Word, Excel, etc., so that information can be quickly customized and/or tailored on demand to individual businesses or events.
O. The Respondent’s comprehensive communications plan shall provide all informational assistance, designs and direction required to implement each of the “Programs” including but not limited to:

1. Researching costs and creating a budget for media buys, the production of marketing materials, web design and assessing needs for any other media.
2. Creating multi-media campaigns to promote Tulsa’s retail opportunities and the marketing plans that best suit the programs.
3. Providing recommendations of communications methods and materials for recruiting new to market retailers to the City.
4. Providing guidance and assistance with communications platforms, including but not limited to printed media, social media, news media, online media, website support, etc.
5. Identifying specific needs of target audiences for each program, particularly those that are geared towards women and minority entrepreneurs and other disadvantaged populations.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

A. Comprehensive marketing communications plans that encompass implementation of the City’s Commercial Revitalization Strategy and Commercial Assistance Plans which must:
   1. Reflect the specific needs associated with each of the intended audiences, particularly those that are geared towards women and minority entrepreneurs and other disadvantaged populations.
   2. Account for the specific needs of the City of Tulsa’s Communications department and provides support to the department for implementation of the outreach and marketing efforts.

B. Reporting the success of programs, as requested by the City.

C. Maintaining the Engagement Platform, ensuring its operability, fixing errors on the platform, and making updates as requested by the City.

D. A budget not to exceed $100,000.00
   1. All proposed work shall be accomplished within 12 months from the date an agreement is executed.
   2. Resulting agreement may be renewed for addition of similar work.

VI. RESPONDENT AND PROPOSAL REQUIREMENTS:

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

A. One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy.
B. A description of the Respondent’s qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.

C. A description of up to three previous projects similar to the work described herein that Respondent (and any others proposed as part of Respondent’s team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.

D. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.

E. To ensure that this project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. 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 an Agreement between the City and the selected Respondent(s).

Evaluation Criteria

Respondent selection will be made based on the results of the evaluation of the proposals and the respondent interviews by the selection panel. Submitted proposals will be evaluated based on the following criteria. A maximum of 100 aggregate points is possible.

A. Experience (20 points)
   Respondents’ experience in similar projects, including the relevant experience of the key individuals who will be assigned to this project, as indicated by prior development and delivery of communication strategies that effectively conveyed program details to a particular demographic group, while maintaining the inclusivity of the program.

B. Methodology (20 points)
   Proposed project approach and methodology to meet the stated project objectives and an understanding of project objectives, project issues, and the proposed scope of work.

C. Creativity (20 points)
   A key determinant of an applicant’s success is their ability to deliver an innovative strategy that incorporates creative elements that are unique.

D. Cost (25 points)
   Respondent’s total project cost.
E. **Timeline (15 points)**
   Respondent’s timeline to deliver items specified.

**VIII. TIME FRAME FOR REVIEW:**

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period as necessary to meet its objectives. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of their proposals.

**IX. AWARD OF PROPOSALS:**

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item’s intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.
X. **MISCELLANEOUS:**

A. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your 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. Your response to this RFP and any subsequent correspondence related to this proposal process 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 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 Respondent’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 Respondent and/or team of Respondents 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 on the Oklahoma Open Records Act, see the link below:


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

G. The City shall not infringe upon any intellectual property right of any Respondent, 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.
NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §§85.22-85.25)

STATE OF ___________________________ )
                                      )ss
COUNTY OF ___________________________

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 Respondents 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 Proposal
   to which this statement is attached, and I have been personally and directly involved in the
   proceedings leading to the submission of such proposal; and

3. Neither the Seller nor anyone subject to the Seller’s direction or control has been a party:
   a. to any collusion among Respondents 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 Respondents and any municipal official concerning
      exchange of money or other thing of value for special consideration in the letting
      of a contract.

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
INTEREST AFFIDAVIT

STATE OF ____________________ )

) ss

COUNTY OF ____________________ )

I, _____________________________________, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's 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 Respondent’s 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: ______________________

County & State Where Notarized: __________________

The Affidavit must be signed by an authorized agent and notarized
AFFIDAVIT OF CLAIMANT

STATE OF ______________________ )
) ss
COUNTY OF ______________________ )

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: __________________________________________
   Signature

Name: __________________________________________

Company: ______________________________________

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
RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _________________________________
(Must be Respondent's company name exactly as reflected on its organizational
documents, filed with the state in which Respondent is organized; not simply a DBA.)

State of Organization: _________________________________

Respondent’s Type of Legal Entity: (check one)
(   ) Sole Proprietorship       (   ) Limited Liability Company
(   ) Partnership              (   ) Limited Liability Partnership
(   ) Corporation             (   ) Limited Partnership
(   ) Other: __________________

Address: ______________________________________________

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

Website Address: __________________________ Email Address: __________________________

Sales Contact: | Legal or Alternate Sales Contact:

Name: __________________________ Name: __________________________

Street: __________________________ Street: __________________________

City: __________________________ City: __________________________

State: __________________________ State: __________________________

Phone: __________________________ Phone: __________________________

Fax: __________________________ Fax: __________________________

Email: __________________________ Email: __________________________
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 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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Price Sheet Summary

Outline the services to be provided under each phase of work. Include an hourly rate schedule by personnel/position/work contribution and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent firm/team for each deliverable and any area from the scope of work which cannot be attributable to a deliverable.

Your proposal must include a cost not to exceed amount which encompasses all areas of work described in the Scope of Work and each item listed under Deliverables.

Company Name: ______________________________  Date:  ____________________
Signature: ___________________________________
Name Printed: _______________________________
Title: _______________________________________

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City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement (contract) 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.** 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. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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

Company Name: ______________________________  Date:  ____________________
Signature: __________________________________
Name Printed:  ______________________________
Title:  _____________________________________