

Request for Proposal

Request for Human Resource Support Services: Payroll, Professional Employment Organization and Benefit Services

Introduction

- A. The Tulsa Authority for Economic Opportunity (TAEO) is seeking proposals for the provision of the Services described in *RFP Schedule 1 – Statement of Requirements and Scope of Services*.
- B. Each Bidder to this RFP is expected to:
- (i) fully inform themselves on all aspects of the Request for Proposal, including *RFP Schedule 3 – Standard Conditions of RFP* and *RFP Schedule 5 – TAEO Standard Contract Terms and Conditions*;
 - (ii) submit its proposal on the template provided in *RFP Schedule 2 – Proposal Template*, including the signed Declaration by Bidder at the end of *Schedule 2*; and
 - (iii) submit its proposal in accordance with *RFP Schedule 1 – Statement of Requirements and Scope of Services* and with due note of *RFP Schedule 4 – Evaluation Criteria*.
- C. Each Bidder, by submitting its proposal, agrees that the proposal is subject to *RFP Schedule 4 – Standard Terms and Conditions of Proposal*, and agrees to comply with those conditions. Acceptance of a proposal will occur only when a contract is executed.
- D. Proposals from contractors headquartered outside of the Tulsa Metropolitan Area or the State of Oklahoma will be considered. However, consideration will also be given to knowledge and understanding about relevant State-specific and City-Specific human resource requirements, customs and/or practices.

Structure of the RFP

The RFP has six parts:

- Schedule 1: (a) Statement of Requirements and (b) Scope of Services
- Schedule 2: Proposal Template
- Schedule 3: Standard Terms and Conditions of Request for Proposal
- Schedule 4: Evaluation Criteria
- Schedule 5: TAEO Standard Contract Terms and Conditions

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RFP Schedule 1a – Statement of Requirements and Scope of Services

Event	Dates
RFP Published and Notices Issued	On or before 5:00 pm CT, April 16, 2021
Due Date for Brief Email of Intent to Respond with Key Contact Information (Name, Title, Company, Email, Phone)	All Respondents who have received the RFP and wish to express an interest in responding to the RFP should issue a brief letter of intent (no more than 250 words) to respond on letterhead directed to: nancy.roberts@hirecall.com , TAE0 RFP Project Consultant, with a cc to: mbarnett@cityoftulsa.org by 5:00 CT, April 23, 2021.
Questions About the RFP Submitted	All Questions from Respondents must be submitted in writing as indicated below on or before 5:00 pm CT, April 23, 2021. Questions must be submitted by email directed to nancy.roberts@hirecall.com , TAE0 RFP Project Consultant, referencing in the subject line: TAE0 RFP for HR Services – Questions from Respondents. Please cc: mbarnett@cityoftulsa.org on all correspondence.
Responses to Questions Emailed to All Respondents	TAE0 will send answers to all questions posed by potential respondents on or before 5:00 pm CT, April 30, 2021.
Closing Time for submission of Proposals	All Responses to this Request for Proposals are due to be submitted on or before 5:00 pm CT, May 7, 2021 by email directed to: nancy.roberts@hirecall.com referencing in the subject line: TAE0 Response to RFP for HR Services – [Your Entity Name]. Please cc: mbarnett@cityoftulsa.org on all correspondence.
Method to Submit Proposal	Proposals must be submitted in PDF format via email referencing in the subject line: TAE0 RFP for HR Services – Final Response to RFP from [insert Respondent's Name]. Proposals lodged in any manner other than as detailed in this paragraph or submitted after the deadline shall be deemed to be invalid and may be excluded from consideration.
Contact Officer	Nancy Lynn Roberts TAE0 RFP Project Consultant nancy.roberts@hirecall.com 918.933.5555 office 918.706.1577 mobile
Expected execution and start date of Contract	<u>Service Contract Executed:</u> on or before June 1, 2021

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	<p><u>Anticipated start date for services:</u> no earlier than May 15, 2021 and no later than June 1, 2021</p> <p><u>New TAEO Entity go-live date:</u> July 1, 2021</p>
Date Services are to be completed	Services will be for a 1-year term with an opportunity to renew on an annual basis for successive one-year terms.

The Services

The Tulsa Authority for Economic Opportunity is seeking proposals for Comprehensive *Human Resource Support Services including a Human Resource Service Provider, Payroll Administration Services, and Benefits.*

1. Background Information

A. Introduction

The Tulsa Authority for Economic Opportunity (“TAEO”) is issuing this Request for Proposals (RFP 2021-01, “RFP”) to solicit responses from qualified service providers. Applicants will be competing against each other for selection to provide the services set forth herein (the “Services”). The submissions of all Applicants shall be compared and evaluated pursuant to the evaluation criteria set forth in this RFP, and a single Applicant may be selected.

B. Company Overview

1) About TAEO

TAEO is a Public Trust, established under Oklahoma State Statutes for the benefit of the City of Tulsa, Oklahoma to serve as the lead entity for the City of Tulsa in carrying out its community and economic development priorities, goals, and programs. TAEO was established following a year-long [strategic planning process](#) through the effective merger of five (5) separate public entities: the Mayor’s Office of Economic Development, Economic Development Commission, Tulsa Development Authority, Tulsa Industrial Authority, and Tulsa Parking Authority. In merging these entities together, the City has established a world-class economic development organization which will leverage the collective assets and resources of the Authority to accelerate economic growth, increase shared prosperity, and promote racial equity. The model has been fashioned based upon the learnings from Dag Detter’s research in the [Public Wealth of Cities](#), and is driven by the fundamental belief that public assets and resources – if managed properly – have the ability to drive enhanced economic growth.

2) Governance

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TAEO is governed by a board of thirteen (13) Trustees, which is comprised of the Mayor, seven (7) Trustees appointed by the Mayor and approved by City Council, and the five (5) Commissioners of the Tulsa Development Authority (TDA).

The five (5) Commissioners of TDA will continue to function as a legally separate entity governing the assets and resources of TDA. The continued operation of TDA will allow the City to retain the unique tools granted to Urban Renewal Authorities under Title 11 of Oklahoma State Statutes. TDA will contract with TAEO through an annual Service Agreement to allow the staff of TAEO to provide staff services for its operations.

3) Staff

In its founding year, TAEO is expected to have 14-15 full-time, professional staff, with expertise in business development, project management, small business and entrepreneurship, development finance, public incentives, real estate and asset management, community development, and housing policy. TAEO staff will provide services through a Service Agreement with TDA to ensure alignment in leadership across both TAEO and TDA. The majority of staff are currently employed by the City of Tulsa but will “spin out” to become employees of TAEO on July 1, 2021, in alignment with Fiscal Year 2022.

4) Budget and Assets

At startup, TAEO’s annual revenue is expected to be approximately \$8-10 million, consisting of multiple funding streams that will include: revenue from the City’s parking system, lease revenue from industrial assets, Tax Increment Finance (TIF) revenues, appropriations from the City, historic funding from City sales tax programs, grants and donations, and fee revenue. TAEO’s revenue base is expected to grow substantially in the coming years, particularly as its management of major TIF Districts grows.

In addition to its annual revenues, TAEO will manage a substantial asset base that will include: cash reserves of both TAEO and TDA; six (6) structured parking garages in downtown Tulsa (four of which are owned by TAEO and two of which are leased from the City); a surface parking lot that is expected to be redeveloped in the next 1-3 years; a hangar currently leased to American Airlines; various residential and commercial lots concentrated in the central and northern portions of the City; and other real estate holdings which could be transferred to TAEO by the City for economic development purposes. These assets will be owned by both TAEO and TDA, as well as leased by TAEO from the City of Tulsa.

2. Objectives of the Request for Proposal

The Request for Proposal will result in a contract for comprehensive human resource support services to include payroll administration, professional employment organization services, benefits, and HR consultation services. It is anticipated that TAEO will work with an outside consultant who has been a part of the formation of TAEO at both a strategic and operational level to issue this RFP, facilitate communication of responses to questions, providing consultation during the decision-making process and getting the chosen service provider(s) up and running. Due to the short time, the Consultant will also assist the Executive Director of

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TAE0 during the implementation and execution of the start-up aspects of the organization. The Consultant's services will be short-term in nature and limited to the purpose of on-boarding a longer-term human resource solution for TAE0.

The primary objectives of the services to be engaged are to ensure that the human resource needs of the organization are fulfilled and handled through a third-party organization with expertise and software as a solution in addition to supportive administrative and professional services.

3. Scope of Services

Please refer to *Schedule 1b - Scope of Services* for a full description of the Professional Employment Organization and related human resource services that TAE0 anticipates requiring during the first year of the term of the Agreement for Services. The scope of (and or timing of) services being required may be adjusted on an as needed basis by the organization and the selected Respondent.

4. Qualifications of Respondent

The Respondent, through its written proposal, will need to describe its approach to delivering the Services, demonstrating appreciation for the key issues and stakeholders, for achieving the objectives and for having an appropriate methodology and work plan for delivering the Services in the specified timeframes. Particular attention should be given to how the Respondent, if chosen, will ensure timely delivery of the services for the initial "go live" date for the organization, which has been established as July 1, 2021.

In the event a Respondent is not able to deliver all of the services, the Respondent may engage with other individuals or organizations (partner or subcontract) and present a single Response that delivers all of the contemplated services. The Respondent (whether collectively through partner organizations or subcontracted service providers) will also need to provide evidence of ability and experience to undertake the specified objectives/duties in this Request for Proposal, including:

- *evidence of a breadth and depth of knowledge and familiarity with employment law requirements and human resource needs for a small business organization with less than 20 employees in the City of Tulsa and the State of Oklahoma;*
- *experience working broadly with public trust authorities or other public entities is helpful but not required;*
- *knowledge of human resource, payroll, benefit best practices that will be a part of the Respondent's service offering;*
- *an HR consultant who is a member of the Society of Human Resource Managers and/or can provide evidence of some level of professional human resource certification or proven experience; and*
- *an HR consultant with proven analytical, research and plain English report writing skills.*

The Respondent should provide examples of reporting that they offer as a part of their Services, including for example payroll reports, paid time off reports, recruiting reports, etc.

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The Respondent should identify 2 client references (including names and contact information) who can be contacted by the Executive Director of TAEO or his/her designee and who can speak to the comprehensive nature, value and quality of the services provided both at initial on-boarding and over time.

The selected Respondent will be required to liaison closely and work in collaboration with the Executive Director of TAEO and his/her designated Project Overseer in performing the Services in the Contract. The selected Contractor will keep the Project Overseer informed of progress, timelines, budget with timely and agreed upon reporting, but in any event no less than monthly.

5. Payment

The Respondent is required to deliver a detailed and itemized proposal for service fees in submitting their proposal, including payroll processing charges, consultancy fees, administrative support charges, benefit charges (employer and employee) and any additional fees that may be incurred during the onboarding or ongoing service period. The proposal should illustrate and itemize any additional charges associated with timely delivery of the initial onboarding services (i.e. dedication of sufficient resources) and ongoing services. It should be noted that flat rate fees for services (or per employee) are preferred for budgeting purposes. No invoice will be paid until after the go-live date for TAEO although services will be commenced in advance of the go-live date. No charges for travel to/from Tulsa or associated expenses due to in-person delivery of services shall be billed by the chosen Respondent or paid by TAEO.

6. Facilities and assistance proposed by the Project Overseer's economy

The Executive Director and/or his/her designated Project Overseer will provide advice and guidance to the Contractor throughout the project and will review and process invoices of the selected parties in a timely manner once work has been completed satisfactorily.

7. Terms and Conditions

The final contract between TAEO and the chosen Respondent will incorporate, by reference, TAEO's Purchase Order, the Statement of Requirements, Scope of Services, Representations as to Qualifications, and TAEO Standard Contract Terms and Conditions.

RFP Schedule 1b –Scope of Services

The following offers a description of the anticipated Professional Employment Organization and related Human Resource services that will be needed in year 1.

PLEASE NOTE: To the extent any Respondent is unable to deliver or offer one or more of the services set forth below, the Respondent should so specify in their Response to the RFP. To the extent any Respondent is able to deliver one or more of the services set forth below due to a sub-contract or vendor relationship the Respondent is able to provide to TAEO, the Respondent should specify the nature of that relationship and how Respondent will secure the services described for TAEO. Respondent will fully disclose any compensation Respondent will receive from any service provider with whom Respondent contracts on behalf of TAEO or refers to TAEO for direct contracting.

- A. PEO Services** – Offer and deliver a comprehensive suite of Professional Employment Organization services to TAEO including HR Consulting services on or before June 1, 2021 and on an ongoing basis.
- B. Employee Handbook Development Services** - Deliver a finalized and approved new employee handbook (with support from outside HR Consultant to TAEO) on or before June 30, 2021 for implementation with staff that is transferred to TAEO from the City of Tulsa as well as any newly recruited/hired staff, and thereafter maintain and update the handbook as required by changes to applicable federal and/or state laws, regulations and/or ordinances.
- C. Recruiting and Placement Services** – On or before June 1, 2021, provide Software as a Service together with Administrative Support Services for the purpose of Job Posting, Recruiting, Skills Testing, Interviewing Process and Software for the purpose of identifying and screening candidates and ultimately for the purpose of TAEO being able to fill Open Positions.
- D. Onboarding Software as a Service and Supporting Administrative Services** – Provide New Employee Onboarding Process through Software as a Service (including I-9, Background and Drug Testing) with Forms and Standardized Training for an Oklahoma Public Trust Authority (Required postings and notices – FLSA, WC, Hotline, etc.; and training including subjects such as Harassment, Diversity, Conflicts of Interest, Confidentiality) and training on how to use the software as a service from an employee as well as an employer perspective. Additionally, provide the administrative support needed to upload and handle both the initial (on or before July 1, 2021) and any subsequent onboarding process (as needed to fill open positions).
- E. Payroll Software as a Service and Supporting Payroll Administration Services** – Provide Payroll Processing Software as a Service including all related Support Services such as time keeping, approval and reporting; paid time off requests, tracking and reporting, benefits tracking and reporting; expense reimbursement requests and tracking on or before the first bi-monthly payroll is run in July, 2021.
- F. Benefits Enrollment Software as a Service and Supporting Benefits Administration Services** – Facilitate selection and implementation of a standard suite of benefits including on-boarding employees

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transferred into the entity and new employees engaged thereafter, developing and maintaining an overview of benefit offerings, managing and handling initial and annual benefit enrollment process, assisting with responses to questions from current and prospective employees (10 hours). Benefit offerings should include the eligibility and type of benefits offered through the City of Tulsa as described [here](#).

- G. Benefits** – Facilitate selection, implementation and delivery of a standard suite of benefits which is the same or similar to those benefits specified [here](#).
- H. Ongoing HR Consulting Services** – Advise and/or document as a witness any significant employee counseling, investigation or termination matters, advise of changes or updates required to Employee Handbook or other HR practices, update and revise position descriptions to incorporate required elements; hold a monthly meeting with the Executive Director and/or his/her designee.

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RFP Schedule 2 – Proposal Template (feel free to insert company logo)

Instructions to assist Respondents to complete their proposal have been included as white text on a black background. Instructions may be removed from the proposal submission.

Instruction to Respondents:
Ensure your response covers all of the evaluation criteria identified in Schedule 5 - Evaluation Criteria. Additionally, ensure that the following information is provided in the template provided here.

Bidder's Details

Company Information

Full legal name and postal address

Type of company (publicly traded, privately owned, corporation, LLC, etc.)

Principal place of business (Headquarters)

Additional locations of business (Specify sales, operational or client support offices)

Annual revenue in 2019 and 2020

Number of customers served in 2019 and 2020

Number of small business clients (50 or fewer employees) served in 2019 and 2020

Designated Contact Officer

For all matters relating to this RFP, the Bidder's Contact Officer will be:

Name/position/title:

Physical Location (office where the employee is assigned and whether the individual is working remote)

Office Telephone

Mobile Phone

Email Address

Contract Manager

Instruction to Respondents:

Respondent should provide the requested details of the person who is the Bidder's proposed Contract Manager, responsible for general liaison and accepting and issuing any written notices under the contract, if a contract is awarded.

Name/position title:

Telephone:

Mobile:

Email:

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Respondent's Proposal

Instruction to Respondents:

Respondent should describe how they will meet the requirements set out in Schedule 1. Include Method and Workplan.

Respondent's Proven Capacity

Statement of Skills and Experience

Instruction to Respondents:

Bidders should provide evidence of their skills and experience in providing the Services. Give evidence of why you/your company/your team members are most capable to deliver the Services. Ensure this responds to the requirements of this project, identified in Schedule 1 "the Services".

Specified Personnel

Instruction to Respondents:

List who will do what for TAEO on your team. Attach CVs where appropriate. Note that any fees shown in this table should not be viewed as additional fees to be paid by TAEO for this person's services. If no Specified Personnel insert "Not applicable". Rate should reflect what the Respondent pays the individual on an annual basis for their services or on an hourly basis for their services. Anticipated time should reflect the amount of time each month (you should designate "initial onboarding" hours versus "ongoing" hours that you anticipate the specified individual will spend servicing TAEO).

Name	Position/Role	Certifications or Short Evidence of Experience (no more than 25 words)	Annual Salary or Hourly Rate (designate which) in \$USD	Anticipated Time – Initial Onboarding	Anticipated Time - Ongoing

Subcontractors

Instruction to Respondents:

Respondent must provide (in the form of the table below) details of any subcontractors that the Bidder proposes to engage to deliver any portion of the Services (for example, a benefits broker or provider) and attach details about the subcontracted service provider. If no subcontractors will be used insert "Not applicable".

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Proposed subcontracted service provider (full legal name)	Contact information for subcontracted service provider to be engaged by Respondent on behalf of TAEO (individual, title, company, phone, email)	Scope of services to be subcontracted and any relevant details needed regarding the services (attachments may be referenced)	Fees and associated expenses (inclusive of tax)	Any benefit to Respondent from Using Service Provider and whether that benefit will pass through to TAEO

Pricing

Service Charges, Product Fees, Misc. Other Fees (all pricing must be inclusive of taxes)

Instruction to Respondents:

Prepare a detailed, itemized fee schedule in your proposal, including specification of:

- Consultancy fees and administrative support charges, including an estimated number of hours to deliver the requested service in the event an hourly service charge is indicated;
- Flat rate fees (if applicable) for Oklahoma compliant Employee Handbook for organization of the type and size of TAEO
- Flat rate fees per user for software as a service;
- Flat rate fees per employee per year for PEO and/or payroll processing services (with prorating in the event of onboarding or termination mid-year);
- Employer and employee cost for benefits

Terms of proposal must specify that no price increase will take place within the first year of the contract.

Conflict of Interest

Instruction to Respondents:

This is a mandatory field, a response is required.

If there is no conflict of interest then state “no known conflict of interest”. If a real or a perceived conflict of interest exists with the submission of a proposal, or would exist if the Respondent entered into a contract with TAEO for the Services in this proposal, full details should be included here. Detail a plan to manage and minimize the adverse impact of the conflict of interest. Please note: disclosure of payments from a third-party to Respondent (or other benefits received by Respondent) as a result of a referral of TAEO (i.e. for a benefits provider or a SAAS provider) are expected but must be fully disclosed to TAEO.

Declaration by Respondent

Respondent will declare the following in their Proposal:

The Respondent proposes to provide the Services described in *Schedule 1* to the RFP (*Statement of Requirement*) on the following terms and conditions:

- the RFP Schedule 1 – (a) Statement of Requirements and (b) Scope of Services
- the RFP Schedule 2 – Proposal Template;

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- the RFP Schedule 3 - Standard Terms and Conditions of Request for Proposal
- the RFP Schedule 4 – Evaluation Criteria
- the RFP Schedule 5 – TAEO Standard Contract Terms and Conditions;

These documents will collectively comprise the Respondent's **"Proposal"**.

The Proposal

The Respondent agrees that the Executive Director of TAEO may accept or decline the Bidder's Proposal at its discretion. The Respondent agrees that participation in any stage of the RFP process is at the Respondent's sole risk and cost.

Conflict of Interest

At the time of submitting a proposal, the Respondent agrees there is no conflict of interest (real or perceived) unless specifically and clearly identified in their proposal (see Schedule 2, under heading Additional Information) with a recommended plan to manage the conflict of interest. The Bidder agrees to notify the Executive Director of TAEO immediately if an actual or potential conflict of interest arises at any point during the RFP, contracting or service delivery process.

<p>.....</p> <p>Authorized Signer's printed name:</p>	<p>.....</p> <p>Authorized Signer's signature:</p>
<p>.....</p> <p>Authorized Signer's Title/Position</p>	<p>.....</p> <p>Date</p>
<p>.....</p> <p>Authorized Signer's Direct Phone Number</p>	<p>.....</p> <p>Authorized Signer's Email Address</p>

RFP Schedule 3 – Standard Conditions of Request for Proposal

1. GENERAL

Respondent should submit proposals in the format provided at RFP Schedule 2 – Proposal Template, in response to the requirements stated in RFP Schedule 1. Proposals must be provided in English and with prices quoted in United States of America Dollars.

2. TAEO's RIGHT TO DECLINE

TAEO, at its discretion, may discontinue the RFP, may decline to accept any proposal, may decline to issue any contract, or may opt to satisfy its requirements separately from the RFP process.

3. CHANGES TO REQUEST FOR PROPOSALS

TAEO may, at its discretion, vary the Request for Proposals before the Closing Time. Changes to the RFP will be marked clearly and emailed to all interested parties who submitted an email indicating their intent to respond.

4. CONTRACT

If the Proposal of the Respondent is accepted by TAEO, the Respondent shall execute a contract in a standard form ("the Contract") within 20 days of being notified they are selected. See Schedule 6 - TAEO Standard Contract Terms and Conditions, which will be fully incorporated into and made part of the Contract, superseding any provisions to the contrary.

5. REQUIREMENTS

All documentation submitted as part of the Proposal must be in English. Respondents are required to include all information specified in this RFP in their Proposal. Respondents accept that their failure to provide all information required, in the format specified may result in their Proposal being considered as a non-conforming Proposal and liable to rejection.

6. EVALUATION OF PROPOSALS

The evaluation panel will evaluate proposals to determine best value for money outcome. The panel will consist of members appointed at TAEO's discretion. The criteria for evaluation will be assessed according to the criteria outlined at Schedule 5 - Evaluation Criteria.

7. FINANCIAL INFORMATION

If requested by TAEO, the Respondent must be able to demonstrate its financial stability and its ability to remain viable as a provider of the Services over the term of any agreement.

8. REFERENCES

As part of the evaluation of proposal process, TAEO, at its discretion, may request from the Respondent information on past projects/experience claimed in the Bidder's proposal, including contact details for references.

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9. NO CONTRACT OR UNDERTAKING

Nothing in this RFP will be construed to create any binding contract (express or implied) between TAEO and any Respondent until a written Contract is entered into by the parties.

10. RESPONDENT'S ACKNOWLEDGEMENT

Respondent acknowledges by lodging a Proposal that it accepts the terms of this RFP Standard Terms and Conditions of Request for Proposal, and the TAEO Standard Contract Terms and Conditions.

This Proposal is submitted on the basis that the Respondent:

- a. has examined this RFP and any other documents referenced or referred to herein, and any other information made available in writing by TAEO for the purposes of submitting a Proposal; and
- b. has sought and examined all necessary information which is obtainable by making reasonable inquiries relevant to the risks, contingencies and other circumstances having an effect on its Proposal.

11. CONFLICT OF INTEREST

Conflict of interest can be defined as any situation in which an individual or organization is in a position to exploit his/her professional or official capacity in some way for personal or corporate benefit.

Respondents must identify in their Declaration by Respondent:

- a. any actual or potential conflict of interest; and
- b. the procedures they intend to implement for dealing with, any actual or potential conflicts of interest, which may arise in connection with the submission of their Proposal or the conduct of the Services in a Contract, as described in this RFP. Respondent should include details of any known circumstances that may give rise to either an actual or potential conflict of interest in relation to the project.

Respondents must notify TAEO immediately if any actual, potential or perceived conflict of interest arises after submission of a proposal (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised).

If any actual or potential conflicts of interest arise for a Respondent, TAEO may:

- (a) enter into discussions to seek to resolve such conflict of interest;
- (a) disregard the Proposal submitted by such Respondent; and/or
- (b) take any other action that TAEO considers appropriate.

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12. INSURANCE

Respondent will be required to provide and maintain commercial general liability insurance coverage in an amount not less than \$1,000,000.00 per occurrence throughout the term of the Contract. The Respondent's insurance must include coverage for technology errors and omissions, professional errors and omissions, employment practices liability, and cyber liability coverages relevant to the delivery of Services identified in this RFP. Subcontractors must maintain appropriate coverages to their services in an amount not less than \$1,000,000.00 per occurrence.

13. CLARIFICATION

TAEO reserves the right during the review process to seek clarification or additional information from any Respondent related to their proposal.

RFP Schedule 4 – Evaluation Criteria

EVALUATION CRITERIA

1. A successful Respondent will be judged on the following evaluation criteria:

A. DEMONSTRATED CAPABILITIES OF THE ORGANIZATION:

Demonstrated ability to provide adequate management and support to deliver the Services. Personnel nominated to provide the services have strong familiarity and experience with the Services of the Organization and knowledge of best practices from outside TAEO to lend to the provision of Services.

B. EXPERIENCE WITH DELIVERY OF HR SERVICES TO SMALL BUSINESSES

Demonstrated experience working broadly with delivery of the Services specified in the Requirements for this Proposal to small businesses and specifically to public authorities or public entities and familiarity with employment practices in the State of Oklahoma. Proven delivery of Services on similar past projects.

C. APPROACH TO DELIVERY OF THE SERVICES

Demonstrated ability to deliver the Services in a manner that satisfies the comprehensive HR needs of TAEO, including the time-constraints associated with the initial on-boarding, and to deliver the Services in a manner that satisfies all other key objectives as outlined in the RFP.

Demonstrated ability to deliver an appropriate methodology and work plan to fulfil the objectives of the Services in the specified timeframes.

D. ABILITY TO DELIVER SUFFICIENT AND EASY TO IMPLEMENT AND USE SOFTWARE AS A SERVICE

Demonstrated ability to deliver sufficient and easy to implement software as a service for purposes of payroll processing, human resources information management, recruiting, onboarding, training, benefit management and more.

E. REASONABLE AND APPROPRIATE PROPOSAL COST THAT ALIGNS WITH THE BUDGET OF TAEO

Appropriate qualifications, experience and skills of personnel and team balance to implement the Services within a reasonable cost. Specifically, TAEO will be determining whether the total cost of the services will exceed the total cost to the organization of hiring an independent HR consultant who goes out and secures or delivers the services needed.

RFP Schedule 5 – TAEO Standard Contract Terms and Conditions

TAEO AND THE CONTRACTOR AGREE TO THE FOLLOWING:

SPECIAL CONDITIONS

1. SCOPE OF SERVICES

Description of Services including the expected timelines stated therein (hereafter referred to as “Services”).

2. PAYMENT

Services will commence on or before June 1, 2021. The first payment will be made on or after July 1, 2021.

Standard Conditions

3. PARTIES

The Parties to this contract are TAEO and the chosen Respondent (the “Contractor”).

4. INVOICES

The Contractor shall submit invoices to TAEO for payment. Electronic copies of the invoices may be submitted. TAEO may request details to support the invoice and/or may dispute an invoice. Any dispute will be resolved by the parties in good faith within 10 business days. Payment on an undisputed invoice will be made by TAEO within 45 days (or on a disputed invoice within 45 days of the resolution of the dispute), unless otherwise agreed to by the parties due to extraordinary circumstances. Default will not be declared unless and until more than 3 invoices remain outstanding for a period of more than 45 days. Notice of failure to timely pay any invoice and notice of default on payment will be provided in writing (email is acceptable) to the Executive Director of TAEO and to the Executive Director’s designated Project Overseer.

5 TAEO SPECIFIC POLICIES AND PROCEDURES

Not Applicable Currently.

6 EXAMINATION OF RECORDS

Upon request, the Contractor shall provide TAEO or its designated entities/persons with access to any materials relevant to the Contract, including the following:

- a. electronic records, data, and reports in a manner that is viewable and accessible by TAEO;
- b. financial records, data and reports regarding billed items and paid amounts;

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- c. human resource related documentation, including any stored records, personnel data or files, historic records of employee handbooks, benefits provided or any other documentation related to the human resources of TAEO ;
- d. screenshots of the software as a service systems showing the accounts and views of TAEO during the services provided; and
- e. any other records, whether digital, electronic, paper or otherwise which document transactions related to the Contract.

Nothing in the above requires Contractor to deliver the programming code or language of the software as a service unless doing so is required in order for understanding to be gained or access to be granted. In such an event, nothing enables TAEO to take or use such programming code or language for any purpose other than resolution of the dispute giving rise to the request or obtaining access to the data which belongs to TAEO. The Contractor's obligation to provide access commences from the date on which the Contract is made and continues for a period of five (5) years following the completion of the Services.

7. ASSIGNMENT REQUIRES WRITTEN APPROVAL

The Contract is intended to cover a relationship between the Parties only. Neither TAEO nor Contractor shall assign, delegate, sub-contract, charge or otherwise transfer the Contract or any interest or benefit arising out of, or in connection with, the Contract to a third party without the prior written approval of TAEO.

8. CHANGES TO CONTRACT

TAEO and the Contractor may change the terms of the Contract by written agreement only.

9. CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE

If the Contractor, its employees, agents or contractors directly or indirectly causes any loss or damage to information, person or property during the performance of the Contract, the Contractor will bear all liability on behalf of TAEO. If someone (an individual, an organization or a purported class of individuals or organizations) makes a claim against TAEO (whether during or after the completion and/or termination of the Contract) for any loss or damage to information, person or property directly or indirectly caused by Contractor, its employees, agents or sub-contractors during the performance of the Contract, the Contractor must notify TAEO immediately, and shall indemnify and hold TAEO harmless from and against any and all loss, damage or liability, whether criminal or civil, suffered by TAEO in connection therewith and reimburse TAEO for any costs it has incurred in connection therewith (including attorney's fees and costs on a full indemnity basis) whether during or after the completion and/or termination of the Contract.

For the purpose of this Clause 9., "claim" shall include all requests for information relating to a potential claim, demands, claims and liabilities (whether criminal or civil, in contract, tort or otherwise) for losses, damages, legal costs and other expenses of any nature whatsoever and all costs and expenses (including without limitation legal costs) incurred in connection therewith.

10. DEFAULT

A Default means a material breach of the Contract including failure to perform an obligation under the Contract within the agreed time; or failure to deliver outcomes evidencing satisfactory capability, quality or reliability.

In the event of a Default by the Contractor, TAEO shall notify Contractor in writing (electronic mail acceptable) setting out the nature and specifications of the Default in such a way as to sufficiently enable Contractor to respond, and a reasonable time by which the Contractor must correct the Default. If the Contractor fails to correct the Default within the time specified, TAEO may, at its discretion, immediately terminate the Contract by issuing a written Notice of Termination to the Contractor.

Termination under this clause does not affect the rights and/or remedies either party may have accumulated up to the date of termination including the rights and/or remedies TAEO may have in relation to the Default.

11. RIGHTS IN DATA

If intellectual property or confidential information (including for example any intellectual property of a sub-Contractor, or personal identifying information of TAEO or any individual candidate or employee of TAEO) is required to enable the Contractor to provide the Services, the Contractor shall be solely responsible for obtaining approvals for the use of any intellectual property and/or confidential information that belongs to anyone else (i.e. third parties).

TAEO shall own all intellectual property and confidential information that it creates in relation to the Services. TAEO shall own all intellectual property and confidential information that the Contractor creates as a result of performing the Services. In particular, TAEO shall own the following:

- a. all data resulting from performance of the Contract, regardless of its form, format, or media;
- b. all data (other than that owned by third parties) used in performing the Contract regardless of its form, format, or media;
- c. all data delivered under the Contract making up any customized manuals/forms or instructional/training materials;
- d. all human resource processes provided for or used by TAEO under the Contract; and
- e. any other data generated, stored or delivered under the Contract.

Nothing in this provision is intended to suggest that TAEO is the owner of the code or software as a service. Rather, this provision is intended to require that TAEO be the declared owner of the processes (screenshots and explanations of what happens to the data put into a given field) implemented by Contractor on behalf of TAEO. If the Contractor wishes to use the intellectual property and/or confidential information (mentioned in this Clause 11) for purposes that are not in relation to the performance of the Services, it must obtain prior written consent from TAEO. Likewise, TAEO may not use the intellectual property and/or confidential information (mentioned in this

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Clause 11) for purposes that are not related to the subject matter of the Services without obtaining prior consent from Contractor.

The Contractor hereby consents to TAEO's use of the Contractor's own intellectual property and/or confidential information if TAEO requires the same to use the Services. Likewise, TAEO consents to Contractor's use of TAEO's own intellectual property and/or confidential information if Contractor requires the same to deliver the Services. Neither party shall deliver the other's intellectual property and/or confidential information to a third party without prior consent of the other party.

The Contractor shall protect all intellectual property and/or confidential information belonging to TAEO vigorously and to the extent permissible by law. If the Contractor has a reasonable suspicion that there has been any event that infringes upon the rights of TAEO in relation to its intellectual property and/or confidential information, it will inform TAEO immediately in writing.

12. MISCELLANEOUS

A. CONFLICT OF INTEREST

The Contractor warrants, agrees and undertakes that neither it nor its employees, servants and/or agents has any arrangement, interest, activity, or relationship that could impair the Contractor's ability to act impartially and effectively in the delivery of the Services as required by this Contract. The Contractor shall exercise its responsibility in the best interests of TAEO and shall not engage in any activities that would conflict with this Contract. If the Contractor becomes aware of any actual or potential conflict of interest, the Contractor shall immediately notify TAEO in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest. TAEO may choose to suspend the Services, terminate the Contract or take any other actions that TAEO considers as appropriate in its sole discretion, if any actual or potential conflict of interest as defined herein arises. If TAEO directs the Contractor to take action(s) to resolve that conflict, the Contractor shall comply with any such direction(s).

B. CONFIDENTIALITY

The Contractor shall not, either during the term of the Contract or after the termination of the Contract, disclose to a third party any information that it may acquire in consequence of this Contract relating to the Services, this Contract or TAEO's operations without the prior written consent of TAEO. The Contractor's obligations with respect to confidential information shall not apply to any information which is publicly available or becomes publicly available other than by reason of the Contractor's default or to information the Contractor is required to disclose by order of a court of competent jurisdiction. The Contractor shall ensure that its employees, servants and/or agents comply with the provisions of this Clause.

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C. INSURANCE

The Contractor shall maintain and pay all premiums in respect to any insurance policy or policies relevant to the delivery of the Services with policy limits and provisions conforming to such requirements as TAEO may from time to time prescribe and shall ensure that TAEO shall be entitled to the benefit of such insurance.

D. SUSPENSION OF SERVICES

TAEO may, at any time, give a written order to the Contractor, suspending all, or part, of the Services. TAEO has full and sole discretion to decide the length of the suspension. Upon receiving the order, the Contractor must immediately comply with its terms and take all steps necessary to minimize any and all costs resulting from the suspension. TAEO and the Contractor shall negotiate any adjustment to the price and/or schedule for completing the Services, which may result from the suspension.

E. TERMINATION BY TAEO

TAEO may terminate this Contract with or without cause, in whole or in part, by issuing a written Notice of Termination. If this Contract is terminated, TAEO and the Contractor shall negotiate the rights, duties, and obligations of the Parties, including but not limited to compensation to the Contractor and/or TAEO. Any compensation to the Contractor must not exceed the total annual value of the Contract, as evidenced either by the terms of the Contract or the actual amounts paid by TAEO directly to Contractor.

Upon receiving a Notice of Termination, the Contractor shall immediately stop work in the manner specified in the notice, except if directed otherwise by TAEO. Both parties will act in good faith to take appropriate actions to protect and preserve the rights of themselves and one another in the event notice of termination is delivered by TAEO to Contractor.

Upon receiving a Notice of Termination, the Contractor shall submit a final termination settlement proposal to TAEO covering the actual costs incurred and asserted to be due and owing by TAEO. If the Contractor fails to submit the termination settlement proposal within seven (7) days from the date of the Notice of Termination, TAEO may in its sole discretion determine the amount, if any, due to the Contractor following the termination.

Upon termination of the Contract, neither Party shall be under any further obligation to the other except for any accrued rights under this Contract including but not limited to delivery of intellectual property and/or confidential information or data owned by another. Termination under this clause does not affect the rights and/or remedies which either Party may have accrued or accumulated prior to the date of termination of the Contract.

F. LANGUAGE

All Services, including any documents, information, correspondence, test reports, data delivery or other items must be in the English language (with Spanish or other translations as required by federal or state law in order to prevent a claim of discrimination).

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G. INTERPRETATION

Should a dispute about the meaning of any term in the Contract arise, TAEO may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

H. LAW & JURISDICTION

The laws of the State of Oklahoma govern this Contract. The Parties to the Contract agree to submit to the exclusive jurisdiction of the District Court of Tulsa County, State of Oklahoma or, where appropriate, to the Federal District Court for the Northern District of Oklahoma.

I. COMMUNICATIONS

All communications relating to this Contract shall be in writing and may be delivered:

- i. personally;
- ii. by prepaid registered post with recorded delivery to one of the addresses listed at the beginning of this Contract (as relevant); or
- iii. by email.

J. ENTIRE AGREEMENT

This Contract is the entire agreement between TAEO and the Contractor in relation to the matters set out in this Contract. No other terms and conditions may be included or implied. Any warranty, representation, guarantee or other term or condition not contained in this Contract has no effect.

K. ILLEGALITY AND SEVERABILITY

If any provisions of this Contract are held unenforceable or invalid for any reason, the remaining provisions of this Contract will continue to be in full force and effect.

L. WAIVER

A Party's failure, delay or relaxation in exercising any power or right it has under this Contract does not mean that the Party has given up (i.e. waived) that power or right. A Party exercising a power or right does not stop it from further exercising that power or right; or exercising any other power or right under this Contract.

M. REASONABLENESS

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Contractor confirms it has had the opportunity to receive independent legal advice relating to all the matters relating to this Contract. Contractor agrees that, having considered the terms of this Contract as a whole, the terms of this Contract are fair and reasonable.

N. PARTNERSHIP

This Contract does not create a partnership between TAEO and the Contractor.

O. FORCE MAJEURE

A Force Majeure Event is any event which is beyond the reasonable control of the Contractor or TAEO and which makes it impossible to perform an obligation under this Contract, including the following:

- a. acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- b. acts of war (whether declared or not), invasion, acts of foreign enemies, mobilization, requisition, or embargo;
- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
- d. contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

A Party that does not perform an obligation under this Contract shall not be in breach to the extent that a Force Majeure Event caused the non-performance. Where the Contractor thinks there is likely to be a delay in performing an obligation under this Contract because of a Force Majeure Event the Contractor shall:

- a. immediately notify TAEO in writing of the likely delay and how long the Contractor thinks it will last; and details of the likely effect on the Services and the Contractor's ability to perform the Contract;
- b. take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
- c. use its best efforts to continue to perform its obligations under the Contract.

TAEO and the Contractor shall, as soon as practicable after receiving the notification, discuss whether the Contract can continue. If, following that discussion, TAEO and the Contractor agree that the Contract can continue they may choose to continue the Contract unchanged; or change the terms or conditions of the Contract by mutual agreement. Nothing in this clause limits TAEO's ability to suspend or terminate the Contract as otherwise provided herein.

P. THIRD PARTY RIGHTS

A person who is not a party to this Contract has no right under the Contract.

Q. COSTS AND EXPENSES FOR PREPARATION AND EXECUTION OF CONTRACT

Except as otherwise provided for in the Contract, the Parties shall bear their own costs of and incidental to the preparation and execution (i.e. signing) of the Contract.

R. PROVISION OF SERVICES

The Contractor shall provide the Services to TAEO on the delivery dates identified in the Contract. The Contractor shall immediately notify TAEO in writing if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise TAEO as to when it will be able to do so. The Services must be provided to the standard that would be expected of an experienced and professional supplier of similar Services and any other standard specified in the Contract. The Contractor and its staff or sub-contractors shall not by virtue of this Contract be, or for any purpose be deemed to be, and must not represent itself as being, an employee, partner or agent of TAEO.

S. REPORTING AND COORDINATION ARRANGEMENTS

The Contractor shall liaison closely and work in collaboration with TAEO's designated Project Overseer in performing the Services in the Contract. The Contractor shall keep the Project Overseer informed of progress of the Services, timelines and budget. The Project Overseer shall be assigned by TAEO which has requested this project.

T. AUTHORIZED REPRESENTATIVE

TAEO may authorize representative(s) and/or a third party to instruct and provide clarification to the Contractor in performing the Services.

[Signature Pages to Be Prepared Upon Contract Acceptance and to Follow]