

5/3/23

Request for Proposal 23 - 941

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 the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

Question 1 — Pertaining to: Section 5, Deliverables:

Phase 1

Items 1, 2, 3, 6, 7, 8

Phase 2

Items 1, 2, 3, 6, 7, 8 AND

Items 10, 11

Phase 3

Items 1, 2, 3, 6, 7, 8 AND

Items 10, 11, 13, 14 (print map portion), and 15

Is it the intention of the Route 66 Commission that the \$100,000 budget includes the hard costs for the above-referenced items (i.e., printing costs, media space or time costs, translation services by a third party, items within a swag bag)? In other words, will the \$100,000 budget have to cover media / advertising costs and printing costs? **Yes, the intention is that the \$100,000.00 budget includes hard cost for deliverables and media, advertising and printing costs, as well as overhead costs.**

Question 2 — Pertaining to Section 5, Deliverables, Phase 3, item 14:

Will the interactive map be added to an existing website? If so, what URL and what is the site programmed in (i.e., CSS HTML5, Wordpress, Joomla, etc.)? If not, will a landing page need to be built to host the map? If yes, a landing page needs to be built, has the URL already been secured? Has web hosting been secured? **Yes. The interactive map will be added to Visttulsa's website (Visittulsa.com) which is programmed in CMS (content management system) called Simple View (a CMS created for destination marketing organizations)**

Question 3 — Pertaining to Section 1: Can you clarify what is meant by 'cultural heritage tourism' in the context of this proposal? **In this context, cultural heritage tourism would include authentic experiences and or histories of Route 66 in Tulsa like our City's oil history, indigenous cultures, Green Book sites, food culture, music scenes and unique districts, etc.**

Question 4 — Pertaining to Section 5, Item 6: Will a mailing list be provided for the Business Postcards and Mailings? **Yes.**

- For clarification on the Phase 1 Deliverables due on June 30, 2024:
 - Are all of the materials to be printed and produced by this date or are the designs to be finalized by this date? **Both; production should be completed by June 30th, although some printing may not occur until after June 30th.**
 - Will the event marketing be for events that are taking place after June 30? **Yes, some events may take place after June 30th.**
- Since Phase 2 and 3 are due in subsequent years, do those deliverables need to be discussed in this project scope? **Yes, please include deliverables for Phases 2 and 3 in your scope.**
- On page 12, there is space for 5 years of fees, but this project only mentions 3 years. Do we need to only fill in Years 1-3 for the Fee Schedule? **Yes.**

Budget - is the proposer looking for a proposed percentage breakdown of where media budget would be spent? Or are you looking for each department's hourly rate? **Both**

Route 66 Concept Art - would the proposer use the existing Route 66 Marathon logo (with the Williams sponsorship name) to create the ad and promo item ... or are you asking the proposer to create new logo for the ad and promo item? **The Route 66 Marathon is a separate incorporated (and unrelated) entity with its own logo and no Marathon promotions or artwork are included in this RFP. The Route 66 Commission has a logo designed by Visit Tulsa and does not seek a logo rebranding.**

Proposal Meets Needs for Goals, Deliverables and Target Audience - would the proposer describe HOW the proposer would meet the client's goals? Or is the city looking for an acknowledgement of all the needed deliverables? **By delivering on all listed deliverables while not exceeding or being under budget and working in a timely manner.**

1. Does agency have to be in Tulsa or be licensed to do business in Tulsa? Or will you entertain submissions from agencies with other clients in Tulsa but corporate offices elsewhere?
We regularly use consultants from all over the country.
2. The total proposed budget for FY ending June 30, 2024 is \$100,000. Does this budget include just deliverables noted in Phase 1? **Yes.** Or does the budget also have to cover Phase 2 and 3? **Budgets for years two and three may be submitted at the time of Renewal when that year's allocation is known; however, a baseline budget of at least \$100,000 can be anticipated for Phase 2 and 3.**
3. You ask the submitter to provide a Fee Schedule for each year's services - are these simply total budgets for each year based on deliverables you indicate? **The Fee Schedule should reflect base rates for various types of service, including hourly staff/consultant time, overhead expenses, etc.** You outline deliverables that go through years 1-3 but no deliverables are stated for year 4-5. Would these years be a range or based on similar work leading up to the Centennial? **Similar type work is anticipated and will be more precisely defined at the time of Renewal.**

Request for Proposal

23-941

Professional Services for: Qualified Consultant, Agency, or Team to Develop and Implement a Marketing Campaign

Department: City of Tulsa – Tulsa Route 66 Commission

NIGP Commodity Code(s):

918-76, 918-26, 918-07, 918-00, 915-22, 915-03, 915-02, 915-01

RFP Schedule

EVENT	DATE
RFP Issue Date	04/14/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	05/01/2023 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	05/10/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
*All questions should be emailed with the **RFP 23-941** in the subject line.*

Submit proposals (sealed) to:

Office of the City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa on behalf of the City of Tulsa's Route 66 Commission ("Commission") is seeking a qualified consultant, agency, or team to develop and implement a marketing campaign that highlights Route 66 in Tulsa, the Commission's events, and commercial districts along Route 66.

The target audience for this campaign should be all potential visitors to Route 66 with a focus on local and regional visitors. Responses to the RFP that include a national and international audience will have a competitive edge.

The campaign should focus on Tulsa's unique history as the Capital of Route 66, heritage tourism, economic development of the Mother Road, the City's Route 66 assets and capital improvements, and the City's eight unique commercial districts (Route 66 Main Street, Kendall Whittier Main Street, Tulsa Market District, Meadow Gold District, Blue Dome District, Cathedral District, University District, and Gateway District).

With this Request for Proposal (RFP) the Commission seeks to secure professional services to create a comprehensive, multi-platform marketing and event campaign for the economic development initiatives, grant programs, events, and marketing of the Tulsa Route 66 Commission's efforts.

The Commission is looking for a partner; a consultant, agency, or team that is interested in working with the Commission to promote Tulsa leading up to a high-profile, once in a lifetime celebration, the Route 66 Centennial in 2026.

Goals are to highlight Route 66 history in Tulsa, encourage cultural heritage tourism, celebrate Route 66, and bring greater awareness to the upcoming centennial, increase visitors to Route 66 in Tulsa, and promote the Commission's events, grant programs, and initiatives.

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

The Tulsa Route 66 Commission was formed in 2016 and is funded by the Vision Tulsa sales tax package. The Commission supports and assists all ongoing efforts locally and statewide with both public and private entities involved in Route 66 matters. Commissioners will also create and help implement specific strategies and plans to encourage economic development and promotion for Route 66.

In addition to maintaining Route 66's assets and capital improvements, the Commission hosts a monthly event series, Shop 66 Saturdays, and an annual holiday lights contest and cruise, Route 66 Twinkle Tour. In 2024-2025, the Commission hopes to launch a new bicycle event called the Route 66 Ramble, and also participate in the annual AAA Route 66 Road Fest. The Commission will begin to plan in 2023 for the Route 66 Centennial in 2026.

III. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

- Proposal Submissions (4 weeks)
- Proposal Submission Deadline DATE: 5/10/23
- Review of Proposals (2-3 weeks)
- Interview of Top 3-5 Proposals (1-2 weeks)
- Selection of Agency/Team/Consultant (2-3 weeks)
- Recommendation of Selected Candidate to Full Commission (2 weeks-1 month depending on interview timeline)
- Review and Approval of Recommendation by SSA Committee (1-2 weeks)
- Contract Negotiations (2-3 weeks)
- Review and Approval of Recommendation by Mayor's Office (1-2 weeks)
- Contract Time Frame Begins (Time of Signed Contract)
- Contract Period (One year)
- Contract Expiration Date - with potential for renewal (One year from date of signed contract)

IV. SCOPE OF WORK:

The Respondent shall:

Phase 1 Under general direction and approval of the Commission:

- Purchase, monitor and maximize Tulsa Route 66 Commission's Facebook content & messaging.
- Coordinate creative timelines with assigned staff and Tulsa Route 66 Commission.
- Consult with Tulsa Route 66 Commission to confirm goals and strategies and obtain needed information.
- Coordinate art approval on all marketing and promotional materials with Tulsa Route 66 Commission.
- Coordinate the creation and delivery of all swag, promotional items, and printed materials to the Commission in a timely manner.
- Coordinate the printing of the annual Route 66 Coloring Book with the artist as needed for any updates.
- Create and execute social media advertising campaigns and limited print advertising campaigns.
- Provide graphic design for marketing and promotional elements for the deliverables listed below.
- Deliver all promotional elements and deliverables in English and certified Spanish.
- Be responsible for payments to the individual media providers and vendors.
- Prepare monthly reports, summaries, and billing.

Phase 2: (includes scope of work outlined in Phase 1)

- Provide rationale for selecting the source(s) to Tulsa Route 66 Commission for marketing buying and placement and collateral purchases.
- Negotiate with media providers for best rates, schedules and added value opportunities.
- Provide instruction and direction to media providers and vendors.
- Create and execute social media, limited print, and digital advertising campaigns.
- Check media ad vendor contracts and invoices for accuracy.

Phase 3: (includes scope of work outlined in Phases 1 & 2)

- Provide translation services for new and existing commission collateral in Spanish or other languages as needed.
- Deliver Marketing Strategic Plan for Route 66 Centennial
- Develop and execute an online Route 66 business directory and an online filterable Route 66 highlights map (with a companion print component)
- Create and execute social media, digital, print, television, and radio advertising campaigns.
- Provide other promotional and marketing needs.

The City of Tulsa is the final authority on all decisions made regarding the contract and media buys. The total proposal budget for FY ending June 30, 2024 is \$100,000.00. This includes media budget, creation of the deliverables listed below, subcontractor fees, and all communications and consulting services. The intent is to grow this budget annually as we approach the Centennial of Route 66 in 2026.

V. DELIVERABLES:

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

Phase 1: (due by June 30, 2024)

- 1) Swag bags (1,200-3,200 annually) and other swag items (stickers, magnets, bumper stickers, etc.)
- 2) Tourism print items (rack cards, brochures, posters)
- 3) Event marketing for a monthly pop-up event and 2-3 signature events per year
- 4) Event graphic design (posters, event logos, promotional graphics)
- 5) Social media for campaigns
- 6) Business postcards and mailings (2-5 per year)
- 7) Coloring book (annual printing and design updates as needed)
- 8) Limited print advertising (1-2 annually)
- 9) Monthly report, summary, and invoice

Phase 2: (includes deliverables outlined in Phase 1; due in subsequent year)

- 10) Digital billboards
- 11) Google ads for campaigns
- 12) Grant program promotions

Phase 3: (includes deliverables outlined in Phases 1 & 2; due in subsequent year)

13) Print, television, and radio advertising

14) Design and build online filterable Route 66 highlights map (with companion print map)

15) Expand translated collateral and materials as requested

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa and the Tulsa Route 66 Commission.

The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Completed Deliverables	Scope of Work	Monthly	Respondent
Multi-Touch Attribution	Various	Monthly	Respondent + Commission
Social Media Engagement	Facebook	Monthly	Commission
In-person Traffic	Route 66 Businesses and/or Streetlight Data	Monthly	Commission + Route 66 Business Community + City of Tulsa
Online Traffic	Facebook + Various Websites	Monthly	Commission
On or Under Budget	Budget-to-Actual Report	Monthly	Respondent + Commission (via City of Tulsa)
Timeliness	Deadlines for Deliverables	Monthly	Respondent

Contract Performance Monitoring

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. Proposals must be received by **5:00 p.m. on Wednesday, May 10, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP 23-941**, Qualified Consultant, Agency, or Team to Develop and Implement a Marketing Campaign".
- Proposals received late will be returned unopened.**
- B. Interested Respondents should submit:
- One (1) unbound original and five (5) bound copies of the proposal **plus** one (1) digital copy (compact disc or USB drive).
- C. Proposals shall be delivered and sealed to:
- Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
- D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.
- The City is not responsible for any failure to register.
- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **May 1, 2023**.

Donny Tiemann, Senior Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor 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.

- F. 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

VIII. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City with a recommendation from the Tulsa Route 66 Commission and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
Budget	25	Proposal would list a variety of deliverables at competitive rates that utilize public funds efficiently with maximum impact. It would also list the hourly rates for your work.
Route 66 Concept Art (one ad and one design for a promotional item)	25	Proposal would include innovative and creative concept art for a Route 66 advertisement and one promotional item.
Samples of Work / Professional Portfolio	20	Samples of work and/or portfolio would showcase similar projects to those listed in the deliverables that were successfully implemented.
Proposal Meets Needs for Goals, Deliverables & Target Audience	20	Proposal would address our target audience (local and regional visitors to Route 66), would accomplish our goals, and include all deliverables listed in the RFP.
Client References	10	Client references would confirm that the Respondent is an ethical professional with a proven track record of timely, successful implementation of deliverables. It would also reveal that the Respondent delivers their work on or under budget consistently.
International and/or National Campaign Elements	10 Bonus Points	Respondent includes deliverables that target a national and/or international audience.

The Tulsa Route 66 Commission's ad hoc committee will be interviewing the top 3-5 Respondents with the highest scores. Interviews will be 30-45 minutes long and take place between 5/30/23 and 6/2/23.

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](#) of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

IX. 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 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 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.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** 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.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G.** 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 here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

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

- H.** The City shall not infringe upon any intellectual property right of any Respondent but 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.
- I.** 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.

RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Samples of Work or Professional Portfolio	
Route 66 Concept Art (one ad and one design for a promotional item)	
Three Client References, including contact information	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Acknowledgement of Receipt of Addenda / Amendments	
Additional Information (Optional)	

RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

State of Organization: _____

Respondent's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Respondent's Address: _____

Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: _____

Price Sheet Summary

Respondent's Legal Name: _____

(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

Please present a Fee Schedule for each year's services (please attach a budget that indicates hourly rate increases for each year in a separate attachment):

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Year 4: \$ _____

Year 5: \$ _____

5-YEAR TOTAL \$ _____

By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

Company Name: _____ Date: _____

Signature: _____

Name Printed: _____

Title: _____

**AFFIDAVIT
NON-COLLUSION AND INTEREST**

STATE OF _____)
COUNTY OF _____)ss.

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 Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders 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 Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders 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: _____

**The Affidavit must be signed by an authorized agent and
notarized**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal Packet and will become a part of any resulting contract.

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

Sign Here ►

Printed Name:

Title:

Date:

APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“Seller”) 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.** Seller 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.** Seller 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller 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 Seller.** Seller 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 Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller 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 Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller 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 Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller 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. Seller 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. Seller 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. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

PACKING LABEL

Top Left Corner of Label

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP# 23-941

RFP DESCRIPTION: Qualified Consultant, Agency, or Team to Develop and Implement a Marketing Campaign

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).
Proposals must be sealed and either mailed or delivered to the City Clerk's Office.
Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.