
6/14/23

Request For Proposal 23-942A

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 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:

CHANGE OF DUE DATE:

Was: June 14, 2023

Changed to: June 21, 2023

Request for Proposal

23-942A

Professional Services for: Qualified Consultant for Equipment Study for Replacing Short Term Capital Equipment

NIGP Commodity Code(s):
918-00, 918-04, 918-12, 918-32

RFP Schedule

EVENT	DATE
RFP Issue Date	05/22/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	06/05/2023 <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>	06/21/2023

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 **RFP 23-942A** 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:

Overview

With this Request for Proposal (RFP), the City of Tulsa is seeking a qualified consultant to provide an equipment study to develop guidelines for replacing short term capital equipment. Short-term capital equipment is defined as any asset with a minimum value of \$1,000 and a useful life of more than one year but less than ten. Major Short Term Capital items include but are not limited to:

1. Marked Police Units
2. Civilian Fleet Vehicles
3. Light, Medium and Heavy-Duty Trucks
4. Backhoes, Excavators, Forklifts
5. Lab Equipment, Special Operations (Bomb response)
6. Network and Data Center Equipment, including cloud-based applications. (for this work, cloud-based applications shall be considered in the “equipment” category and separate from other computer programs.)

Goals

1. Analyze actual maintenance data.
2. Include Computers and IT equipment over \$1,000.
3. Evaluate Fire apparatus and Police helicopter schedules for replacement and maintenance.
4. Include all rolling stock (police cars, other city-owned cars, or trucks), maintenance and lab equipment, maintenance yard vehicles (forklifts, backhoes, etc.).
5. Review current method and recommend changes/upgrades.
6. Recommend how to prioritize assets, determine actual life expectancy.
7. Recommend ways to maximize life expectancy.
8. Recommend ways to effectively tie AMD’s replacement scoring methods into budgeting reviews.

We enthusiastically look forward to receiving your proposal.

II. SCOPE OF WORK:

1. The Respondent shall:
Identify equipment categories, life cycles and establish estimated replacement costs.
2. The Respondent shall:
Meet with Police, IT, Fire, and Public Works to discuss equipment needs.
3. The Respondent shall:
Assemble draft replacement schedules.

4. The Respondent shall:
Review Fleet Utilization Scoring System (FUSS) report procedures and City equipment replacement procedures and recommend upgrades/alterations to current methods and processes to allow the City to use them more easily for projections based on variable criteria. This should allow for the City to generate reports based on current information and/or changes in one or more variables to include but not limited to cost, time, and/or quantity.

V. DELIVERABLES:

- City will provide a list of equipment to be included in the study.
 - Including but not limited to police and civilian vehicles, warehouse and road equipment, lab and special police operations equipment, network, and data center equipment (including cloud-based applications), maintenance and replacement schedules for fire and police equipment.
- City will provide an explanation of the current method(s) used to determine equipment replacement.
 - City will provide an explanation and associated documents of current methods used to determine replacement of equipment.

The selected Respondent (“Seller” or “Consultant”) will provide the following deliverables to the City:

- 1) Consultant will provide a recommended replacement schedule for the equipment and an explanation of their recommendation.
(Due by July 31, 2023)
 - Consultant will provide a recommended replacement schedule of equipment.
 - Schedule will need to be dynamic, allowing the City to alter variable such as replacement cost, replacement date and quantity to better be able to tailor the report to expected and unexpected changes in needs or funding.
 - Consultant will identify equipment categories, life cycles, escalation cycles and help establish replacement costs.
 - Discussions should be held with the departments to help determine their needs.
- 2) Consultant will review current City procedures and recommend any changes to the procedures up to and including a complete overhaul and new process. (Due by July 31, 2023)
 - Consultant will provide any recommendations they may have for upgrading or changing current evaluation formats to make them as accurate as possible in determining priority and life expectancy of the assets, and cost/opportunity of delayed purchase.
 - Consultant may provide ideas for new(er) methods that may serve the City’s needs for maintaining and evaluating short-term capital items.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the Consultant. These performance metrics will highlight key priorities that will be analyzed with the Consultant collaboratively during the life of the contract. The City looks forward to working with Consultant to define these important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the Consultant and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

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 Consultant 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 Consultant
- 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, June 21, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled **"RFP 23-942A, Consultant for Equipment Study of Short Term Capital Items"**.

Proposals received late will be returned unopened.

- B.** Proposals shall be delivered and sealed to:

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

- C.** Interested Respondents should submit:

One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

- D.** All interested Respondents 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 **Monday, June 5, 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. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

Qualifications and Experience

- A. Provide a general overview of your organization. What sets your organization apart from your competitors? Why is your organization uniquely qualified to take on this scope of work?
- B. Describe the extent of your organization's experience in conducting similar projects or delivering similar services for public agencies.
- C. Submit at least 5 references with whom you have contracted for projects similar to the project described in this RFP. Provide contact names and telephone numbers of references from organizations that can attest to the success, stability and professionalism of your organization's operations.

Staff Capacity and Oversight

- A. Describe the team that would work on this project. Include a list of key team members and their general availability while on this project. Make the case for why they will be great partners on this project. Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. It is noted that equipment, material and staff shall be provided by the Respondent.
- B. Please describe your organization's capacity to take on additional work if you are awarded this contract. How would you create additional capacity, if needed?

Service Delivery and Timeline

- A. Provide a detailed description of your organization's ability, approach, and methodology for this project or service in line with the RFP objectives and key elements outlined in the scope of work.
- B. **Implementation Timeline:** Provide an implementation timeline for your project or service, including key milestones related to the scope of work. Include estimates of the timeframe estimated to complete each task.

Pricing and Cost Proposal

- A. **Cost proposal:** Complete the price summary sheet and any additional information that will enable the effective delivery of the proposed project or services. The City is not obligated to award a contract to the lowest priced proposal and may accept the proposal that provides the best value to the City of Tulsa based upon evaluation criteria described above.

Exhibit A, Price Sheet Summary, shall be evaluated in the following manner: The lowest proposed price will receive the maximum score of 25 points and all higher proposed prices will receive proportionately lower scores.

- B. **Narrative and justification:** Present a cost narrative that explains the basis and rationale for the costs proposed.

IX. EVALUATION OF PROPOSALS:

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 a contract between the City and the selected Respondent(s).

All bids will be evaluated using the following criteria:

Category	Total Points
<i>Qualifications and Experience</i>	30
<i>Staff Capacity and Oversight</i>	10
<i>Service Delivery and Timeline</i>	10
<i>Project Management and Reporting</i>	25
<i>Pricing and Cost Proposal</i>	25
TOTAL	100

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.

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 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.
- J. Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage.

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

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:

EXHIBIT A

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)

1. Delivery.

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

	DESCRIPTION	EXTENDED COST
TOTAL COST NOT TO EXCEED: (ALL COSTS MUST BE INCLUDED OR YOUR BID WILL BE DISQUALIFIED)	EQUIPMENT STUDY OF SHORT TERM CAPITAL EQUIPMENT	\$ _____

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.

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	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Acknowledgement of Receipt of Addenda / Addendum	
COT General Contract Terms	
Additional Information (Optional)	

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# 23-942A

RFP DESCRIPTION: Consultant for Equipment Study of Short Term Capital
Equipment

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.