City of Tulsa Finance Department

July 18, 2023

Request For Proposal 23-950

Addendum #3

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #3 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

Operations

- How much of this program is plug-and-play, and how much of the process do we need to build out? We understand there is initial training, but how much of the program needs to be built within the organization's specific context?
 - While the FEC model is structured so that cities and their provider partners have an easily replicable framework to follow, each city can adjust and innovate as needed to best serve the local community. In Tulsa, for example, transportation is a barrier for many, so being able to have FEC Counselors embedded in programs and organizations already serving those populations would be more beneficial here to increase awareness, access, and take-up. The OFE and FEC Provider(s) will work together to build out an FEC offering that serves all Tulsans and helps them work toward financial stability and resilience.
- Training (CFE Certified Training Partner, Code of Ethics training) takes about three months to complete. Are there other operational systems that need to be created or stood up in that time? If so, what?
 - The CFE training is fairly inclusive (counseling methods, ethics, financial knowledge, database). Counselors will also complete local trainings determined by the FEC Provider organization to increase their awareness of local resources available to which to refer clients. Previous examples have included meetings with Hunger Free Oklahoma, Department of Human Services, attending community meetings and events, and other local connections.
 - Additionally, the CFE training requires new counselors to observe counseling sessions either in-person or virtually via video conferencing with experienced counselors.

- The NCCC training goes into more detail regarding financial awareness, understanding credit scores, and more of the technical know-how needed to successfully counsel clients toward financial success.
- Any training beyond this is at the discretion of the FEC Provider.

Scope of Work

- Each full-time counselor must have an average of 480 Sessions in year one and 600-700 sessions in year two. Are we allowed to hire part-time counselors with yearly averages of 240 sessions/year?
 - Current community partner demand for FEC services is high, so we request that any FEC Provider selected for this contract have the capacity of three full time equivalent (FTE) counselor positions. Utilizing part time staff is allowed, as long as the full counseling objectives are met (number of sessions).
- We are expected to achieve an average of 100-150 outcomes per full-time counselor in year one and 200-250 outcomes per full-time counselor in Year 2. Would this just be cut in half for part-time counselors?
 - If the FEC Provider chooses to have, for example, two .5 FTE counselors to fill one FTE, each counselor would be expected to reach 50% of the objective; totaling the average of 100-150 outcomes per full time counselor.
- Also, we need to have clarity on what constitutes an outcome.
 - Outcomes are defined by CFE Fund and tracked in the FECBOT database.
 See outcome definitions below:
 - Banking
 - Open a safe and affordable banking account banking access is critical to individual and community financial security.
 - Use banking account actively begins using and maintains active use of a banking account; fostering active use of the banking account furthers a client's ability to manage finances.
 - Debt
 - Decrease non-mortgage debt by at least 10% although some debt represents a productive investment in assets, reducing non-mortgage debt can make resources available for saving or spending to improve quality of life; it can also lead to a higher credit score.
 - Reduce the number of delinquent (past due) accounts on time bill payment is the most important part of the credit score algorithm.
 - Credit
 - Establish a credit score credit history and score are key indicators of a person's financial life and used by a diverse range of actors to make financial decisions about a person.

■ Increase credit score by at least 35 points – higher credit scores allow for better terms and conditions for a range of services; and cheaper ways to borrow money.

Savings

- Set aside at least one week's worth of income for the future small amounts of savings can mitigate income volatility and unexpected expenses, which can lead to financial instability.
- Adopt new savings behaviors adoption of positive behaviors or strategies may be more indicative of long-term financial stability than a snapshot of savings balances.
- Will office space, office equipment, and various tech needs be covered by the city?
 - Once selected, the Office of Financial Empowerment and the FEC
 Provider(s) will collaborate on a final contractual budget for year one.
 The City will provide funding to selected partner(s) contingent upon annual City budget and funding availability.
 - Office space (rent, utilities), office equipment, tech needs (software, computer equipment, phone) expenses are allowable budget items.

Staffing Requirements:

- Can you tell us how long the hiring process takes from when the job is posted to when candidates are interviewed, references are checked, background checks are run, and they are hired? Would they need to attend both TCF and City of Tulsa orientations or only one?
 - FEC staff will be employees of the FEC Provider's organization. They will not be required to complete City of Tulsa HR onboarding.
- New hires must have at least 2 years of financial planning, social work, coaching/mentoring, teaching, or related field. Would TR service navigation fulfill this requirement (i.e., social work)?
 - o In our experience, successful candidates come into the Counselor role with strong relationship building skills and the ability to connect with and motivate clients in non-judgmental way. Successful candidates are also able to identify needs and connect clients to relevant resources and can balance the personal client connection while adhering to the FEC model, including the program's need to track and maintain data quality.
- Counselors should ideally be bilingual. The language preferences are Spanish, Zopau, Dari, Pashto, Hmong. Besides Spanish, which other language should we prioritize? What languages are currently covered by the other FEC center?
 - o Current staff are bilingual in Spanish, Zopau, Dari, and Pashto.
- Is the program manager ideally a dedicated full-time position?

- Could this be one of our current team leads/operational administrators, or does it need to be someone completely devoted to overseeing the program? Will they also be working as a counselor?
 - OFE (and Cities for Financial Empowerment Fund) prefers the FEC Manager role be a full-time position dedicated to staff management and development, partner relationships, and reporting/compliance, among other FEC oversight tasks.
- We must provide and retain at least 3 full-time or full-time equivalent counselors at any given time does equivalent mean part-time positions totaling 120 hours per week?
 - Yes, part-time positions are allowed as long as the full counseling capacity is equal to 120 hours per week.
- Does one of the full-time positions include the Program Manager or is it in addition to it? (Scope of Work IV.C: Staffing page 5 of FEC RFP shows 1 Pgm Mgr and a minimum of 2 (FTE) counselors, but Exhibit A indicates a minimum of 3 FTE counselors in addition to Pgm Mgr.)
 - The Program Manager is in addition to the 3 FTE Counselors.

Data

- We can only use FECBOT for all data recording and tracking purposes. If we had a data-sharing agreement with Tulsa Responds LLC, could we share the FEC client info to make referrals/enrollments in other services, especially TR?
 - Yes, ideally FEC clients are connected to as many resources as possible to assist them in reaching their financial stability goals. Data sharing agreements are allowable and frequently used in this program.
- No FEC technology/database can be used outside of the secured parameters of the FEC center/offices. - Can these be in a shared workspace, required to be desktops or can they be laptops?
 - Shared workspaces are allowed. When meeting with a client for a counseling session however, the space used must allow for privacy given that the nature of the conversation will include confidential and private information.
 - Laptops are preferred to allow for Counselors to hold sessions onsite at partner organizations or in other offsite locations that are convenient to the client. All devices should be equipped with standard security features to mitigate unauthorized access to client data. FECBOT is a passwordprotected cloud-based software for which each user has unique login credentials.

Misc

- Evaluation of Proposals VI: page 8, clarify the number of panel members. 7 or 5? (perhaps this is unimportant)
 - The review panel will have 5 members including community partners and City of Tulsa staff.

Evaluation Criterion 1, Experience and History - NO QUESTIONS

Evaluation Criterion 2, Knowledge and Experience of Key Individuals

- States that we will have a PM, 2 counselors, and "other key staff" what other staffing should/could we potentially have? Could "other staff" include a "benefits navigator"?
 - Outside of the Counselors and FEC Manager, no additional staff are required, but they are allowable in the budget if the FEC Provider organization.

Evaluation Criterion 3, Capacity and Project Organization - NO QUESTIONS

Evaluation Criterion 4, Budget and Funding

- Budget What will the ROP be for PM and Counselors?
 - FEC Manager average salary is \$55,000 plus fringe
 - FEC Counselor average salary is \$46,000 plus fringe

July 5, 2023

Request For Proposal 23-950

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 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

CHANGES:

REVISED RFP SCHEDULE

EVENT	DATE
RFP Issue Date	06/14/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions Submit to assigned buyer via email.	<mark>07/14/2023</mark> 10 Days prior to RFP due date
Proposal Due Date Mail or deliver to City Clerk address. Proposals are open the day after the due date.	07/26/2023

REVISED TIMELINE

Responses are due no later than

Wednesday July 26, 2023, 5:00 PM (CST)

Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE DATE Release RFP 6/14/2023 Question submittal deadline 7/14/2023 Proposal due date 7/26/2023 Review and scoring of submittals 7/31/2023 - 8/11/2023 Interviews w/finalists (if needed) 8/14/2023 - 8/18/2023 Award of contract 8/24/2023 Execute contract and notice to proceed 9/08/2023

84 Total Days

Request For Proposal 23-950

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

CHANGES:

V. EVALUATION OF PROPOSALS:

A panel consisting of not less than five (5) City and community partner representatives will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent(s) whose proposal is determined to be in the best interests of the City.

Request for Proposal

23-950

Professional Services for: Financial Empowerment Center Service Provider

Department: Mayor's Office of Resilience and Equity

NIGP Commodity Code(s):

918-67, 952-00, 952-15, 952-21, 952-59

RFP Schedule

DATE
06/14/2023
No Pre-Proposal Conference
07/14/2023
10 Days prior to RFP due date
07/26/2023
01/20/2020

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

Donny Tiemann, Purchasing Director dtiemann@cityoftulsa.org All questions should be emailed with RFP 23-950 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's (City) Office of Financial Empowerment & Community Wealth (OFE) in the Mayor's Office of Resilience and Equity is soliciting proposals for a nonprofit provider partner(s) to manage Tulsa's Financial Empowerment Center (FEC). Please refer to Appendix B for more details on the FEC model. We look forward to receiving your proposal.

II. BACKGROUND:

Tulsa's FEC was launched in December 2020 as a local replication of the Cities for Financial Empowerment (CFE) Fund's evidence-based model for providing free, professional one-on-one financial counseling as a public service of the City.

CFE Fund's model sets up the City to facilitate program implementation and management of the FEC while day-to-day service provision is conducted by a qualified nonprofit partner organization(s).

Since inception, the Tulsa FEC has connected with over 1,500 Tulsans seeking guidance to reach their financial goals. On average, approximately 20% of active clients have reached at least one outcome as defined as:

	Banking	Debt
	Open a safe and affordable banking account - banking access is critical to individual and community financial security.	 Decrease non-mortgage debt by at least 10% - although some debt represents a productive investment in assets, reducing non-mortgage debt can make resources available for saving or spending to improve quality of life; it can also lead to a higher credit score.
•	Use banking account actively - begins using and maintains active use of a banking account; fostering active use of the banking account furthers a client's ability to manage finances.	Reduce the number of delinquent (past due) accounts – on time bill payment is the most important part of the credit score algorithm.
	Credit	Savings
	Credit Establish a credit score – credit history and score are key indicators of a person's financial life and used by a diverse range of actors to make financial decisions about a person.	

The success of Tulsa's FEC relies heavily on strong community partnerships. Partners can fall into two primary categories: referral partners and co-location partners. Referral partners inform clients of FEC services and share information on how to request an FEC appointment. Co-location partners provide FEC counselors with physical space and equipment onsite, as well as direct connection to their clients. FEC services become embedded in existing programs under this partnership category. Co-location partners typically also share some of the FEC counselor salary costs with the FEC.

III. TIMELINE:

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

Responses to the RFP must be submitted to the City of Tulsa as outlined in this section.

Responses are due no later than Wednesday July 26, 2023, 5:00 PM (CST)

Responses received after this date and time will not be considered.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS AND DESIRED TIMELINES FOR DELIVERABLES

MILESTONE	DATE
Release RFP	6/14/2023
Question submittal deadline	7/14/2023
Proposal due date	7/26/2023
Review and scoring of submittals	7/31/2023 - 8/11/2023
Interviews w/finalists (if needed)	8/14/2023 - 8/18/2023
Award of contract	8/24/2023
Execute contract and notice to proceed	9/08/2023

84 Total Days

IV. SCOPE OF WORK:

The selected partners ("Seller") shall retain staff, secure at least one site where financial counseling activities will take place and provide day-to-day management (the "Work") in accordance with the following terms and conditions:

Implement the FEC initiative in accordance with the model requirements (see Appendix B), including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on the CFE Fund's training standards, data collection, and active partnership with the City to manage the work.

A. BUDGET AND FUNDING

- a. The FEC is a service of the City of Tulsa and is funded through both public and private dollars. It is the responsibility of the Seller to work with the City to apply for and secure private funds to sustain the program.
- b. Respondents to this RFP are asked to provide the amount of funds already secured that will be applied to this program.
- c. The City will provide funding to selected partner(s) contingent upon annual City budget and funding availability. The OFE will commit to securing and/or allocating the equivalent of at least 1 FTE Financial Counselors per FEC provider each year contingent upon annual budget and funding availability.

B. PROGRAM EXPECTATIONS

- Meet benchmarks for average number of financial counseling sessions per full-time counselor (as defined in Appendix B - Financial Empowerment Center Model) and average number of outcomes per full-time counselor.
 - i. At a minimum, conduct an average of 480 sessions per full-time counselor in Year 1 and an average of between 600-700 sessions per full-time counselor in Year 2 and beyond.
 - ii. Achieve an average of 100-150 outcomes per full-time counselor in Year 1, and an average of 200-250 outcomes per full-time counselor in Year 2 and beyond.
 - iii. If existing FEC partner is selected through this RFP, outcomes will remain at the Year 2 level.
- b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
- c. Monitor the work of the Financial Counselors, including but not limited to service delivery, counselor training and Code of Ethics adherence, data entry and progress towards target goals.
- d. Support partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the OFE to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
- e. Participate in regular meetings with the City, and the CFE Fund, to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
- f. Use the FEC database ("FECBOT") for all data collection and reporting. Ensure that data security and client confidentiality protocols are in place.
- g. Participate in all trainings, including the FEC Program Manager training, database, and any continuing education sessions.
- h. Participate in all learning community activities, along with other FEC staff members when applicable, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i. Attendance at national gatherings hosted by the CFE Fund.
 - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
- i. Ensure that the FEC service is delivered effectively and follows the model requirements provided by the City and the CFE Fund.
- j. Work closely with the OFE Director and other City staff on day-to-day operations, reporting needs, partnership development, and counselor supervision. It is the primary responsibility of the partner to address issues (personnel or otherwise) that affect the operations of the FEC during this contract period and come to a resolution with the City.
- k. Adhere to FEC marketing protocols, including City and CFE Fund communications guidelines.
- I. Prominently display signage and marketing materials for the FEC at counseling locations.
- m. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
- n. Conduct local outreach about the FEC to raise awareness and generate demand for the services (provided in coordination with the City).

o. Refer all media queries & media interviews to the City's designated agent.

C. STAFFING

- a. Identify a Program Manager who will oversee the delivery of the financial counseling and coaching and serve as the main contact person between the Seller and the City.
- b. Provide appropriate supervision and mentoring to at least 2 full time or full time equivalent (FTE) counselors.
- c. Notify the City of all staffing matters, including the hiring of financial counselors, as it pertains to the FEC, including but not limited to key staff openings, or personnel changes as it relates to Seller's performance of this Agreement.
- d. Financial counselors should have a minimum of two years of work experience, with some background in finance, financial education, counseling/coaching, or social service delivery. Staff should also have particular expertise in one of the following: financial services, social work, financial planning coaching/mentoring, teaching, or other related fields. Financial Counselors will ideally be bilingual, speaking English as well as one other language prevalent in the geographic areas or target populations they serve such as Spanish, Zopau, Dari, Pashto, Hmong, etc.
- e. Ensure that counselors and the manager have completed FEC Training, including training from a "CFE Certified Training Partner," and code of ethics training, and have received a passing score on the FEC Exams.
- f. Ensure that each counselor, regardless of virtual or in-person sessions, or where they are placed, will conduct the counseling in a private or semi-private area to allow for counselor-client information and conversations to be held confidentially. In-person counseling spaces should be equipped with standard, modem technological capabilities (including computer equipment, multi-line telephone and voicemail, high speed internet access and access to printing, faxing, shredding, and reproduction equipment). Although spaces differ, each site should be able to accommodate approximately 150 s.f. of private counseling space per counselor, plus an additional 300-500 s.f. of meeting arid waiting room space (to be shared).

D. SERVICE DELIVERY

- a. Maintain at least one publicly accessible physical location within Tulsa city limits. All locations must be compliant with the Americans with Disabilities Act. Facilities for all sites, including satellite sites, will be made available for at least one day per week.
- b. Deliver counseling on days and at hours that, upon consultation with The City, are determined to meet the needs of clients. The Seller is expected to make some evening and weekend hours available at locations. The Seller shall make counseling available on a full-time basis with hours of operation at each location subject to review and approval by the City.
- c. Ensure each client understands and signs the Client Service Agreement form (See Appendix C) and must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Service Agreement.
- d. Support the City in collecting client stories for press inquiries, reports and other evaluation purposes. When applicable, facilitate outreach to clients for permissions and to coordinate press events.

V. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

Proposals must be received by **5:00 p.m. on Wednesday**, **July 26, 2023**, **Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "RFP **23-950**, **Financial Empowerment Service Provider**". **Proposals received late will be returned unopened**.

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).

Proposals shall be delivered and sealed to:

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

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.

Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made <u>via e-mail</u> and must be received prior to the end of the business day on **Friday**, **July 14**, **2023**.

Donny Tiemann, Purchasing Director 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.

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

VI. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

Evaluation Criterion 1	Experience and History
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Respondent shall demonstrate the experience of the firm considering the type of services required. Recent experience of the firm and successful completion of services or work of a similar type and complexity will be a material consideration.

Include information such as firm's past record of performance on contracts with other government agencies or public bodies and with private industry, including such factors as quality of work, ability to meet schedules, cooperation, and responsiveness.

The City may also consider its own past performance information and experience when evaluating proposals from firms that have performed work for the City.

Submittal Requirements

- 1. Provide a brief description of your organization to include length of experience in performing the work described in Section IV, Scope of Work and any existing partnerships that are relevant to this work.
- 2. Describe the types of client services provided by your organization and client outcomes achieved.
- **3.** Describe how well your company has been able to meet deadlines, grant requirements, and program outcome goals on previous projects; especially those in partnership with government entities, if applicable.

Evaluation Criterion 2 Knowledge and Experience of Key Individuals

Respondent shall demonstrate the experience and technical competence of the key individuals and support staff that will provide the requested services, including but not limited to the proposed Program Manager, at least two (2) FEC Counselors, and other key staff. Key individuals' knowledge of and experience with problems, conditions, or circumstances applicable to the Scope of Work.

Knowledge, recent experience, and expertise of these key individuals with projects of similar type and complexity will be a material consideration. Desired experience includes: finance, racial equity, performance management, case management, counseling or coaching, social services, or similar.

Submittal Requirements

- Brief bio for each of the key individuals and/or support staff who will provide the requested services. (Full one-page resumes may also be attached as an Appendix.)
- 2. A representative list of past or current projects performed by the key individuals who will provide the requested services. Please include:
 - a. Project name and location
 - b. Role of the individual
 - c. Brief description of the work, including description of the services provided.

3. If required roles, such as Program Manager or FEC Counselors are not currently filled, describe how these positions would be advertised, vetted, and filled and give an estimated timeframe in which you anticipate filling them.

Evaluation Criterion 3 Capacity and Project Organization

Respondent shall demonstrate the firm's capacity, available additional resources, and ability to provide the City with the required services. This should be demonstrated through the firm's understanding of City's needs and the Scope of Work to be provided to manage and complete the work, and submittal of the following required information.

Submittal Requirements

- 1. Do you have a physical location that meets the requirements as stated in Section IV, Scope of Work? If not, please outline your plans to secure such a space.
- 2. Provide examples that demonstrate your organization's ability to collaborate and build consensus with a variety of stakeholders, including community members, and City leaders.

Evaluation Criterion 4	Budget and Funding
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- 1. Provide a proposed project budget and total costs to deliver items specified in the scope of services.
- 2. Provide a list of secured and anticipated funding respondent will apply to this project.

The City is not obligated to award a contract to the lowest priced Proposal and may accept the Proposal that the City determines provides the best value to the City based upon evaluation criteria described above.

Submittal Requirements

Complete and submit Exhibit A, Program Budget and Available Funding, as contained in this RFP.

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than five (5) City and community partner representatives will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent(s) whose proposal is determined to be in the best interests of the City.

The approval of the selected Respondent(s) 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 proposals will be evaluated using the following criteria:

Category	Total Points
Evaluation Criteria 1,	25
Experience and History	
Evaluation Criteria 2,	25
Knowledge and Experience of Key Individuals	
Evaluation Criteria 3,	25
Capacity and Project Organization	
Budget and Funding	25

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

VIII. MISCELLANEOUS

- A. To ensure that this project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- B. In order to remain above reproach in its proposal, respondents must include a listing of any business, legal familial or any other potential conflict of interest ties with any potential private management companies or other key entities within the industry.
- C. The City expects to enter into a written agreement (the "Agreement") with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) 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.
- D. All data included in this RFP, as well as any attachments, are proprietary to the City.
- E. The City 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.
- F. 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).
- G. The use of the City's name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.

- H. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- I. 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/.
- 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

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

- A. 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.
- B. The City 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.

EXHIBIT A

Program Budget

Please provide a detailed budget which includes all anticipated expenses related to operating the Tulsa FEC. Also include funding secured or that Respondent will otherwise provide to cover some or all of the cost of program operations. This can be done in MS Excel or other spreadsheet format and included with RFP response as an Appendix.

PROGRAM BUDGET		
Personnel Services (PS)	<u>Amount</u>	<u>Notes</u>
Salaries		
Program Manager 1 FTE		
FEC Counselor min 3 FTE		
Other		
Other		
Other		
Total Salaries		
<u>Fringe</u>		
<u>Total Personnel Services (Salaries + Fringe)</u>		
Other Than Personnel Services (OTPS)		
Space & Occupancy		
Utilities & Internet		
Phone		
Office Supplies		
Training/Continuing Education		
Travel		Include mileage reimbursement
Equipment		
Subscriptions & Dues		
Marketing & Outreach		
Printing		
Other		Please include description
<u>Total OTPS</u>		
PS+OTPS		
Indirect Cost Rate		List rate %
TOTAL BUDGET		

Available Funding

Please include documentation of funding secured or that Respondent will otherwise provide to cover some or all of the cost of program operations. This can be done in MS Excel or other spreadsheet format and included with RFP response as an Appendix.

PROGRAM FUNDING				
Funding Source Amount		Start/End Date	Proof of Funds	
Name of funder/grant	Amount of grant applicable to this project	Grant start and end date	Reference attached commitment or award letter	

RESPONDENT INFORMATION SHEET

Respondent's Legal Name:				
State	e of Organization:			
Resp	oondent's Type of Legal Entity: (c	☐ Limite	ed Partnership	
	□ Partnership□ Corporation□ Limited Liability Company	☐ Limite	ed Liability Limited Par r:	tnership
Resp	oondent's Address:	0;+.	Otata	7:- O-d-
	Street	City	State	Zip Code
Resp	oondent's Website Address:			
Name	s Contact: e: Position:		Contact for Le Name: Title/Position:	egal Notice:
	et:		Street:	
City:			City:	
State	::		State:	
Phone:			Phone:	
Emai	l:		Email:	
How	v did you learn about this bu	ısiness oppo	rtunity with the C	ity of Tulsa?
	Email from Assigned Buyer City of Tulsa Website Tulsa World posting Purchasing search engine Industry colleague Other			

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE			
COUNTY OF)			
l,	(Seller's Authorized Agent)	, of lawful age, being first duly sworn, state that:	
1.	existence of collusion between and among facts pertaining to the giving or offering of thi	in for the purposes of certifying facts pertaining to the Bidders and municipal officials or employees, as well as ings of value to government personnel in return for special ursuant to the proposal to which this statement is attached.	
2.	I am fully aware of the facts and circumstar statement is attached, and I have been pers the submission of such Bid; and	nces surrounding the making of Seller's Bid to which this sonally and directly involved in the proceedings leading to	
3.	 a. to any collusion among Bidders respond at a fixed price or to ref b. to any collusion with any munici the prospective contract, or as to in any discussions between Bid 	Seller's direction or control has been a party: in restraint of freedom of competition by agreement to frain from responding, ipal official or employee as to quantity, quality, or price in o any other terms of such prospective contract, nor dders and any municipal official concerning exchange of or special consideration in the letting of a contract.	
4.	or more in the Bidders business or such a	either directly or indirectly owns a five percent (5%) interest percentage that constitutes a controlling interest. Affiant d/or employees of the City of Tulsa own an interest in the trolling interest, either direct or indirect.	
5.	All invoices to be submitted pursuant to this	s agreement with the City of Tulsa will be true and correct.	
6.	plans, specifications, orders, requests or co states that (s)he has made no payment dire of the City of Tulsa, or of any public trust v other thing of value to obtain payment of		
		By:Signature	
		Title:	
Subscr	ribed and sworn to before me thisd	lay of	
Notary	Public		
My Cor	mmission 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 Bid Packet and will become a part of any resulting contract.				
List Date and Title/Number of all addenda or amendments	s: (Write "None" if applicable).			
<u>Si</u>	gn Here ▶			
<u>Pr</u>	rinted Name:			
<u>Tit</u>	tle:			
Da	ate:			

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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.

APPENDIX B – Financial Empowerment Center Model

Please note that this provides a broad overview of the model. During the course of engagement, the City of Tulsa and CFE Fund will be providing further details on all components of the model.

Key elements of the FEC model and operations include:

Model:

- Professional, one-on-one and free public service.
- Systematically track data and outcomes for client management and evaluation.
- Connects to a range of local government and nonprofit service delivery systems.
- Prioritizes sustainability efforts to become a permanent service in the locality.

Operations:

- Program implementation and management is led and overseen by the local government.
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies, formalized via Memorandum Of Understanding.
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit.
- Client retention, critical to outcome achievement, is prioritized as counselors work with clients to make progress on their action plan.
- All counselors must be trained based on the CFE Fund's training standards and pass a CFE Fund-administered final exam.

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of direct service goal setting and light case management provided by highly trained professionals to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. using deep technical knowledge of financial issues and the ability. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) <u>lasting a minimum of 30 minutes</u>. Sessions can be either in person or remote (i.e. phone, video) given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client's financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community-based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves to further counselors' professional development and understanding of new financial issues that those with low incomes face.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. Partnerships deeply embed financial counseling/coaching into local government and nonprofit programs, advancing both programs' goals. Partnerships can have a variety of characteristics in a scale of increasing integration, which are: formalized via MOU, defined referral process, co-location, FEC participation fully integrated, coordinated case management, regular reporting, data sharing agreement, and Supervitamin Effects Study. Potential complementary program integrations could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners are influential in the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative partners will be required to use the FEC database throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Partners have access to all local data collected and can create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation. Learning community calls or events are valuable opportunities to learn and share best practices.

APPENDIX C

TULSA FINANCIAL EMPOWERMENT CENTER CLIENT SERVICE AGREEMENT

I have chosen to participate in financial counseling services provided by the Tulsa Financial Empowerment Center ("FEC").

Waiver of Liability

I understand, acknowledge, and agree that the City of Tulsa, its approved financial counseling providers including partner/Seller name, and the Cities for Financial Empowerment Fund, Inc. are offering me free financial counseling services through the Financial Empowerment Center.

I am voluntarily agreeing to the services and understand that the City of Tulsa, its approved financial counseling providers including partner/Seller name, and the Cities for Financial Empowerment Fund, Inc. cannot guarantee the results of these services.

I understand that FEC counselors are trained to treat all clients with the utmost respect; I similarly will treat FEC counselors and staff respectfully.

I agree not to sue or bring any legal action against the City of Tulsa, its approved financial counseling providers including partner/Seller name, or the Cities for Financial Empowerment Fund, Inc., and agree to hold them harmless from any and all claims connected to those counseling services.

Information Storage, Use and Protection

How will my data be stored and used?

I understand that the information I share with my counselor will be stored in a secured database, and will only be accessible to the counselor, program manager, City of Tulsa, its approved financial counseling providers including partner/Seller name, and the Cities for Financial Empowerment Fund, Inc. for the counseling process, program performance, and program evaluation.

I understand that the City of Tulsa, its approved financial counseling providers including partner/Seller name may need to share limited personal information as required by government contracts, for verification purposes, auditing, and compliance that is reasonably necessary for monitoring, funding, and executing the FEC program or as otherwise required by law.

I understand that the City of Tulsa, its approved financial counseling providers including partner/Seller name, and the Cities for Financial Empowerment Fund, Inc. also may share such information that does not identify me personally with third parties. This personally non-identifiable information is aggregated with that from other clients for limited purposes, including research, evaluation, and communications. The results of such research and analysis may be published only in aggregate, such that my information will remain entirely anonymous.

How will my information be protected?

Except as otherwise consented to in this agreement, I understand that my personally identifiable information (such as my name, address, social security number, etc.) or

information that may be used to connect my information with my identity, will be removed or otherwise made unidentifiable before being shared for research, evaluation, or communication purposes.

My information shall not be sold, reproduced, used for marketing or making solicitations, or provided to entities that use information for these purposes.

I am aware that granting the following optional consents is not required for receiving services, and that I may revoke these optional consents at any time by informing my financial counselor.

Consent for Collaborating Organizations

I understand that when collaborating organizations responsibly share information, it decreases administrative paperwork and increases the effectiveness of the programs. Therefore, I agree to share personal and identifiable information - including information about my participation in financial counseling, service plan and outcome achievements - with other organizations that collaborate with the Financial Empowerment Center to provide services to me. This information may be analyzed for evaluation, research, quality control, program improvement and development. The results of such analysis may be published only in the aggregate, such that my information will remain entirely anonymous.

I consent to sharing personal identifiable information with organizations that collaborate with the Financial Empowerment Center to provide services to me.

Consent to Receive Email/Text Messages

 \square No

I understand that the Tulsa Financial Empowerment Center, or a partner working on behalf of the City of Tulsa, may contact me via email or SMS(text) with appointment reminders and other important messages.

I consent to receiving appointment reminders and other financial counseling communications or information.

comm	unications or information.		_	
	Yes No			
My ale	ert preference is (select one)	:		
	SMS (text). My mobile num Email. My email address is			
inforn Agree	nation and have had my qi	uestions answered. I oths after my last ses	een read to me. I understand understand this Client Serv ssion, after which I may be a counseling session.	vice
Client	Name (Print)	Client Signature	Date	

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.

Submitter's Name:	

RESPONDENT CHECKLIST			
RESPONDENT DOCUMENTS	INCLUDED?		
Cover Letter			
Proposal Narrative (To Include Requirements as listed on page 3-8)			
Program Budget (required form)			
Available Funding (required form)			
Respondent Information Sheet (required form)			
Affidavit (Non-Collusion, Interest & Claimant) (required form)			
Acknowledgement of Receipt of Addenda (required form)			
Additional Information (Optional)			

Please Return Entire RFP Packet

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# 23-950

RFP DESCRIPTION: Financial Empowerment Center Service Provider

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.