

October 23, 2023

## Request For Proposal (RFP)TAC1069A

### Addendum #1 – Please fill in page 16 acknowledging this Addendum 1 with your signature and date

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** - E-mail address on Page 1- [darinjohnson@cityoftulsa.org](mailto:darinjohnson@cityoftulsa.org)

#### QUESTIONS:

-For the Direct Cost Allocation plan, is this only to review the indirect cost rate proposal and not prepare it? **This request is to prepare it (Indirect Cost Plan). As part of that they are welcome to view/review our previous plans – and make suggestions for alternatives. See below pdf**



7.27.22 Tulsa  
Indirect CAP FY23 Bu

-For the Indirect Cost Allocation plan for multiple years, is the city of Tulsa planning to have material changes from year to year or is the review to ensure the practices are up to date? This will help us estimate the cost of the proposal. **There should not be material changes from year to year. The desire is simply assistance in the annual preparation.**

- Does the City of Tulsa contract with a current vendor for the services listed in the RFP and if so, what is the value of that contract? **There is no current vendor.**

4.

-Would the City of Tulsa please provide a 1-week extension for the RFP? **No.**

-The RFP provides a response checklist, but how does the City of Tulsa want the RFP response to the scope of services and deliverables to be formatted? **Written or typed in the actual RFP.**

-Can the RFP response be submitted electronically only? **No. It must be mailed or shipped and arrive by 5pm on the due date**

- Please confirm if the City of Tulsa is requesting support in the development of an ICR using the results of the indirect CAP developed under this scope of work? **yes. The base premise behind the Indirect Cost Allocation Plan; is simply to create and manage a cost recovery plan – so soft costs of City Operations are recovered from the Enterprise Units.**

-Please confirm if the Affidavit needs to be signed and notarized for the RFP response or can it be signed after the contract is awarded? **It must be signed when it's submitted**

-Please confirm if the initial plan is based on adopted budget (as mentioned in Deliverable 1) or actual costs (as mentioned in the Scope of Work point 3.a)? **Deliverable 1.**

-For the Full Cost Plan is the City interested in just a review of the methodology or an actual full cost plan that is created and produced by the vendor? **City is interested in both options; if current methodology is satisfactory then we could continue. Or if vendor has better suggestions – we would be open.**

-When were the City's most recent cost plans completed? **July 2022 – for Budget Year FY24.**

-Can the City provide copies of its most recent cost plan? **It's listed above under first question**

-Have there been any major concerns or issues with the City's current plan(s) or methodology? **No major concerns, they are just a bit stale and could use a new set of eyes.**

-What is the City's anticipated timeline for completion of projects Year 1? and then subsequent years? **Year 1 may be an abbreviated timeline; therefore, City understands if only a review occurs. Subsequent years, City typically begins gathering indirect costs (units) in July/August – with the annual update completed in/near November.**

# Request for Proposal (RFP)

TAC-1069A

## Professional Services and Supplies for:

Development of Indirect Cost Allocation Program and Review of the Direct Cost Allocation Program

## NIGP Commodity Code(s):

918-49

### RFP Schedule

EVENT	DATE
RFP Issue Date	10/06/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	10/20/2023 <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>	11/01/2023

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

Darin Johnson, Buyer: [darinjohnson@cityoftulsa.org](mailto:darinjohnson@cityoftulsa.org)  
*All questions should be emailed with TAC1069A in the subject line.*

Submit proposals (sealed) to:

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



## I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), The City of Tulsa (City) is searching to secure professional services to develop an Indirect Cost Allocation plan that will identify and allocate the various support costs (Human Resources, Information Technology, Legal, Accounting, among others) incurred by the City to support and administer non-general fund programs. The plan should comply with the Office of Management and Budget (OMB) Circular A-87 which outlines “cost principles” for state and local governments.

[https://obamawhitehouse.archives.gov/omb/circulars\\_a087\\_2004](https://obamawhitehouse.archives.gov/omb/circulars_a087_2004)

Additionally, we are seeking to secure professional services to perform a review of and make recommendations related the City’s Direct Cost Allocation plan which allocates expenditures of certain departments or sections within a department to the operating and enterprise funds that benefit from and use the services provided.

Lastly, Requesting Negotiation of Federal Cost Allocation Plan if necessary, regardless of the Fiscal year.

We enthusiastically look forward to receiving your proposal.

## II. TIMELINE:

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

EVENT	DATE
RFP Issue Date	10/06/2023
Deadline for Questions	10/22/2023
Proposal Due Date	11/01/2023
Begin proposal evaluations	11/06/2023
Interviews with Sellers (anticipated)	11/14/2023
Negotiations with apparent successful Seller begin (anticipated)	11/20/2023
Execute contract (anticipated)	11/27/2023
Begin service delivery (anticipated)	12/04/2023

### **III. SCOPE OF SERVICES:**

1. The Seller shall develop a central service cost allocation plan (Indirect Cost Allocation plan) for the period beginning July 1, 2024, through June 30, 2025. The plan will contain a determination of the allocable costs of providing each supporting service, such as: Human Resources, Information Technology, Legal, Accounting, among others. The selected Seller's program and methodology will be used to produce the cost allocation plan for central services provided to internal utility-based enterprise funds. The plan may also be used to determine indirect cost rates for use on grants and contracts with the Federal Government to which the OMB Circular A-87 Revised applies.

[https://obamawhitehouse.archives.gov/omb/circulars\\_a087\\_2004](https://obamawhitehouse.archives.gov/omb/circulars_a087_2004)

2. The Seller shall provide a "full cost" plan which is used for enterprise transfers and is based upon budgeted expenditures. The Seller shall present the "full cost" plan report to the Budget and Planning Division Manager with emphasis on solutions to organizational structure and other issues noted during initial analysis. The Seller shall also be expected to be present to explain and answer questions about the plan at board presentations. The Indirect Cost Allocation plan is presented annually to the Tulsa Metropolitan Utility Authority and the Tulsa Authority for the Recovery of Energy.

3. As a future consideration, Seller shall also develop a central service Indirect Cost Allocation plan in compliance with OMB A-87 for the following periods.

- a. July 1, 2024, through June 30 2025. The plan shall be based on actual costs for the fiscal year ending June 30, 2023.
- b. July 1, 2025, through June 30, 2026. The plan costs for the fiscal year ending June 30, 2024
- c. July 1, 2026, through June 30, 2027. The plan costs for the fiscal year ending June 30, 2025
- d. July 1, 2027, through June 30, 2028. The plan costs for the fiscal year ending June 30, 2026
- e. July 1, 2028, through June 30, 2029. The plan costs for the fiscal year ending June 30, 2027.

4. The Seller shall assist in the negotiation of the completed Indirect Cost Allocation plan with the appropriate Federal and/or State representatives if such negotiation is requested by those representatives. However, it will be the responsibility of the City to file the Seller prepared plans with the cognizant agency. This should be bid as a separate and optional service.

5. It is requested that separate Bids be submitted for the three Scope of Services items being requested: 1) develop annual central service Indirect Cost Allocation Plan; 2) one-time review the City's existing Direct Cost Allocation plan and provide recommendations for the plan; and 3) if needed, Seller shall assist in the negotiation of the completed Indirect Cost Allocation plan with the appropriate Federal and/or State representatives if such negotiation is requested by those representatives.

#### **IV. DELIVERABLES:**

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

- 1) A central service Indirect Cost Allocation Plan in compliance with OMB A-87. The initial Plan to be delivered will be for the period beginning July 1, 2024, through June 30, 2025. The plan shall be based on the adopted budget for the fiscal year ending June 30, 2023, and will identify the various costs incurred by the City to support and administer non-general fund programs.
- 2) Recommendations to improve the City's existing Direct Cost Allocation plan which should include a) suggested improvements to overall methodology of the plan currently in use, b) improved allocation methods to be used for the various operations allocating their expenditures and c) identification of software packages in the marketplace that can help manage the program (if applicable).
- 3) On an optional, as-needed basis, Seller shall assist in the negotiation of the completed Indirect Cost Allocation plan with the appropriate Federal and/or State representatives if such negotiation is requested by those representatives.

## **V. PERFORMANCE CONTRACT MANAGEMENT:**

### **Contract Performance Monitoring**

As part of the City's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Sellers 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 Seller
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date
- Monthly written status updates.

## **VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

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

- 1) One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy.
- 2) A description of the Seller's qualifications and experience and that of key personnel assigned to this project (and that of each Seller proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Seller.
- 3) A description of previous projects that Seller (and any others proposed as part of Seller's team) has conducted for organizations of similar size and complexity. Provide at least 3 contact names and telephone numbers of references from these organizations.
- 4) Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- 5) To ensure that this project is completed in a timely manner, the City requires that the selected Seller perform steps of the project schedule concurrently to expedite results and recommendations, as feasible.

- A.** Proposals must be received by **5:00 p.m.** on Wednesday, **11/01/2023**, Central Daylight Time. Please place proposals in a sealed envelope or box clearly labeled **“RFP TAC1069A, “Development of Indirect Cost Allocation Program and Review of the Direct Cost Allocation Program”**”.

Proposals received late will be returned unopened.

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

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

- C.** All interested Sellers are required to register with the Buyer 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.

- D.** 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 November 22nd, 2023.

Darin Johnson, Buyer  
[darinjohnson@cityoftulsa.org](mailto:darinjohnson@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 Sellers as quickly as possible by addendum.

- E.** Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting  
175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
City Council Chamber



## **VII. EVALUATION OF PROPOSALS:**

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

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](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

## **VIII. AWARD OF PROPOSALS:**

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

1. The ability, capacity and skill of the Seller to perform the contract or provide the service required,
2. Whether the Seller can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Seller,
4. The quality of performance by Seller of previous contracts or services,
5. The previous and existing compliance by the Seller with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Seller to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Seller to the particular use required,
8. The ability of the Seller to provide future maintenance, support and service related to Seller's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,

10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Seller.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.

## **IX. MISCELLANEOUS**

- A.** The City expects to enter into a written Agreement (the "Agreement") with the chosen Seller that shall incorporate this RFP and the awarded Seller's Proposal. Further, Seller 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 Sellers 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 Sellers 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 Seller 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 Sellers that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Sellers, and to negotiate with the selected Seller on price and other contract terms, as necessary to meet the City's Objectives.

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

## Seller Information Sheet

**Seller's Legal Name:** \_\_\_\_\_

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

State of Organization: \_\_\_\_\_

Seller'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: _____                          |

Seller's Address: \_\_\_\_\_  
Street City State Zip Code

Seller'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: [Click or tap here to enter text.](#)

## Exhibit A

### Price Sheet Summary

**Seller's Legal Name:**

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

Please present a Fee Schedule for RFP services and products along with a detailed cost narrative that explains the basis and rationale for proposed costs:

## Price Sheet Summary 1 – Indirect Cost Allocation Plan

Please present a Fee Schedule for each year's services:

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

5-YEAR TOTAL \$ \_\_\_\_\_

## Price Sheet Summary 2 – Direct Cost Allocation Plan

Please present a Fee Schedule for year 1 of services:

Year 1: \$

1-YEAR TOTAL \$

**Price Sheet Summary 3 – Negotiation of Federal Cost Allocation Plan, If necessary, regardless of the Fiscal year.**

\$ \_\_\_\_\_

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: \_\_\_\_\_

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## AFFIDAVIT

### NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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.
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa, or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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 Bid Packet and will become a part of any resulting contract.

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

**Sign Here ►**

Printed Name:

Title:

Date:

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## APPENDIX A – City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** 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 1<sup>st</sup> to June 30<sup>th</sup>) 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](http://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.

## Seller 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.

Seller's Name: \_\_\_\_\_

Seller Checklist	
Seller Documents	INCLUDED?
Cover Letter	
Qualifications and Experience	
Previous Project Client References	
Price Sheet Summary Exhibit A (required form)	
Seller Information Sheet (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
Acknowledgement of Receipt of Addenda/Amendments	
Additional Information (Optional)	

**Please Return Entire RFP Packet**

## PACKING LABEL

**FROM: [Name]**

[Seller's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 7410

**Seller Submission For:**

RFP# TAC1069A

RFP DESCRIPTION: Indirect Allocation Program and Review

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.