

Request for Proposal

TAC1100A

Professional Services for: Panhandling Initiative

Department: Asset Management

NIGP Commodity Code(s):

918-03 Alcohol and Drug Abuse Consulting Services

918-67 Human Services Consulting (Including Mental Health Consulting)

952-15 Case Management

RFP Schedule

EVENT	DATE
RFP Issue Date	11/6/2023
Pre-Proposal Conference <i>Location Zoom/Teams link</i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	11/27/2023 <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>	12/6/2023

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

Julie Miller, Buyer | jamiller@cityoftulsa.org

All questions should be emailed with the RFP TAC1100A 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



CITY OF
Tulsa
A New Kind of Energy.

I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), we are searching to secure professional services to provide day labor opportunities and individualized case management services to panhandlers in the City of Tulsa (“City”)

We enthusiastically look forward to receiving your proposal.

II. BACKGROUND:

The City’s Panhandling Initiative is modeled after the City of Albuquerque, New Mexico’s “There’s a Better Way” program. Research and best practices show that comprehensive work programs offer people dignity in work, connect individuals with services, and provide a collective impact to end panhandling. Many factors often become barriers for panhandlers to gain income through mainstream employment and public resources. Through individual assessments, it is the City’s goal that case managers are able to connect panhandlers with services that will reduce and eliminate barriers that led them to panhandling. Services may include, but are not limited to, mental health and substance abuse treatment, shelter, food, clothing, job training, living skills, obtain birth certificates, GED classes, etc.

III. SCOPE OF WORK:

1. The Respondent shall go to targeted areas of the City of Tulsa as identified by the City, and approach panhandlers with an opportunity to earn a fair wage for a set amount of work.
2. The Respondent shall establish contact with a minimum of 800 individuals in the target population through roving van outreach over the period of this twelve (12) month Agreement.
3. The Respondent shall provide Day Labor Services which extends work opportunities to Program Participants.
 - A. Participants will be paid in cash and be provided with lunch daily.
 - B. Respondents must make Day Labor Services opportunities available to a minimum of 6 panhandlers per day for at least 3 days a week.
5. The Respondent shall extend offers to provide Case Management Services to Program Participants.
6. The Respondent shall cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered. Services provided to any identified homeless persons shall be entered in the local Homeless Management Information System (HMIS)

7. The Respondent shall participate in networking activities as designated by the City to include but not be limited to four networking meetings per twelve-month Program period.
8. The Respondent shall provide detailed reports to the City's Asset Management Department.
 - A. Daily documentation shall include:
 - i. Contact Location
 - ii. Participants
 - iii. Work conducted.
 - B. Monthly Reporting shall include:
 - i. Number of persons contacted and where,
 - ii. Number accepting case management services,
 - iii. Type of services accepted,
 - iv. Number accepting compensation for day labor,
 - v. Number employed,
 - vi. Number of housed,
 - vii. Anonymized HMIS data,
 - viii. Program expenditures.
9. The Respondent's Program shall address the Program Participant's' immediate financial needs through a paid service that satisfies a public service while also providing supportive services that may lead to an increase in consistent income and stable housing for those who are homeless or are at risk of becoming homeless.
10. The Respondent shall provide a comprehensive set of supportive and/or referral services available to Program Participants based on individual/family assessment results. Supportive and referral services strategies shall include at a minimum:
 - A. Childcare services (tuition or fees)
 - B. Transportation
 - C. Tuition for training
 - D. Supplies/Uniforms
11. The Respondent's program shall provide the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the City:
 - A. Program Participants are evaluated and assessed using an intake assessment form to determine eligibility and wrap around services

required for Program Participants.

- B. Case managers should engage, assess, and follow up with Program Participants each day they are paid for day labor, and as needed, thereafter.
- C. Program Participants are referred to other Non-profit or partner agencies to provide wrap-around social services.
- D. Comply with the City's request to update the HMIS program profile as needed for the City's Homeless Services website and 311 system.

IV. PROGRAM GOALS:

- 1. Case managers are able to connect panhandlers with services that will reduce or eliminate barriers that led them to panhandling. Services may include, but are not limited to, mental health and substance abuse treatment, shelter, food, clothing, job training, living skills, obtain birth certificates, GED classes, etc.).
- 2. Program Participants must be paid at a rate of at least \$10.37 an hour.
- 3. With respect to the total annual Program populace:
 - A. 10% will enroll in job programs,
 - B. 25% will reach stable employment,
 - C. 25% will find stable or supportive housing, and
 - D. 25% will access other needed social services.

V. CITY PROVISIONS:

- 1. The City will contribute \$200,000 to help fund the Project; however, Proposals that include additional funds and/or committed in-kind services are strongly preferred and will receive higher ratings in City's evaluation process.
- 2. The City shall provide a passenger van for use to transport Program Participants to work assignments and among assistance locations.

VI. DELIVERABLES:

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

- 1. Respondents must show how day labor opportunities and customized case management will help Program Participants and contribute to the reduction of panhandling in the City of Tulsa.

2. Respondent must deliver a detailed financial plan with identified sources of funding for operation of the program.

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

1. General Requirements

- A. Proposals must be received by **5:00 p.m. on Wednesday, November 29, 2023, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP TAC1100A, Professional Services for Panhandling Initiative**”.

Proposals received late will be returned unopened.

- B. Proposals shall be delivered and sealed to:

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

- C. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- 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 **Thursday, November 16, 2023**.

Julie Miller, Project Buyer
jamiller@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.

- 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 2nd Street, 2nd Floor
City Council Chamber

2. General Notifications

- A.** 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 Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- B.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- C.** All Respondents shall comply with the Americans with Disabilities Act (ADA) and all Proposals and a subsequent Agreement, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

- D.** 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 Agreement terms, as necessary to meet the City’s objectives.
- E.** Although it is the City’s intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the Proposal.
- F.** This Request for Proposal does not commit the City to pay any costs incurred in the preparation of Proposals, or in submission of a Proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to Agreement for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by

Respondents for any work performed by the Respondent prior to the approval of an executed Agreement by the City.

3. DEFINITIONS

For the purposes of this RFP, the following underlined terms shall be defined as follows:

Agreement: The written document between the City and a service provider, which contains the terms and conditions of the business relationship. The Agreement includes a written statement of work, or the specifications including special provisions in the Proposal. Supplemental changes or arrangements pertaining to the work, term, price or other elements of the Agreement shall also become a part of the Agreement.

Day Labor Services: A program which gives an individual the opportunity to work by the day.

Case Management Services: These services provide assessment, planning, coordination, monitoring, and evaluation of options and resources to meet an individual's specific needs.

City: The City of Tulsa, an Oklahoma municipal corporation.

Non-Profit Organization: means an organization described in 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under Subtitle A of the code, has an accounting system and a voluntary board and practices non-discrimination in the provision of services.

Program Participant: An individual or family who is assisted by panhandling initiative Program.

Proposal: The written offer duly submitted to the City, by the person, persons, partnership, company, firm, association, or corporation to perform an Agreement for work described in the RFP

Program: Panhandling pilot initiative

Project: The Respondent's program of eligible activities described in the Proposal.

RFP: Request for Proposal.

Respondent: The person, partnership, company, firm, association, or corporation that submits a written Proposal for consideration to perform the work described in the Request for Proposal (RFP).

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and five (5) bound copies of the Proposal plus one (1) electronic copy.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this Project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Provide a Project schedule, identifying beginning and ending dates of work, as well as Project target dates.
- E. 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.
- F. Respondents shall document a minimum of 24 months for-profit and / or non-profit experience providing proposed labor-related services.
- G. Non-Profit Organizations with demonstrated activities in low-income neighborhoods and populations are eligible to apply.
 - 1. Non-Profit Organizations must demonstrate a history of direct service provision to targeted populations as defined by this RFP.
 - 2. Non-Profit Organization's experience must have targeted low-income persons, particularly those who are homeless or at risk of becoming homeless.
- H. A Respondent may submit a Proposal for:
 - 1. Day Labor Services,
 - 2. Case management/supportive services (501c3 Nonprofit Organizations only), limited to a request of up to \$15,000; or
 - 3. Both day labor and case management services.
- I. The primary Respondent is encouraged to subcontract to maximize services.
- J. If the primary Respondent is a for-profit entity and plans to apply for both components, documentation of partnership with a 501c3 Non-Profit Organization will be required to provide the wrap around case management services.

- K. The following requirements shall be confirmed to grant award:
1. A 501 (c) (3) status (Non-Profit Organizations only)
 2. A good standing with the Internal Revenue Services (IRS)
 3. Tax ID number
- L. Case management Proposals should, at minimum, address how case managers will conduct assessments and provide supportive and referral services.
- M. The Respondent shall propose a program that addresses the Program Participant's immediate financial needs with income from paid labor for work that satisfies a public service while also providing supportive services that may lead to an increase in consistent income and stable housing for those who are homeless or are at risk of becoming homeless.
- N. **Insurance.** A selected Respondent and its subcontractors must obtain at their expense and keep in effect during the term of the Agreement, including any renewal periods, the following insurance policies in the minimum amounts set below.
- Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but limited to: premise/operations (including off-site operations), blanket contractual liability and broad form property damage.
 - Commercial Auto Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile.
 - Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate.
 - Workers' Compensation as required by Oklahoma Law

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. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

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.

IX. TIME FRAME FOR REVIEW:

The evaluation committee intends to thoroughly examine the Proposals tendered in response to this solicitation. It is anticipated that the review process can be concluded within four weeks, but the City may extend the period based on the number and complexity of responses.

X. EVALUATION OF PROPOSALS:

The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All Bids will be evaluated using the following criteria:

Category	Total Points
Capability and Expertise	25
Resources Committed to Program Budget	35
Approach and Methodology	20
Data collection, evaluation, and presentation	20

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

XI. 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 Respondent to perform the Agreement or provide the service required,
2. Whether the Respondent 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 Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,

7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,

8. The ability of the Respondent to provide future maintenance, support and service related to Respondent'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 Respondent.

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.

XII. MISCELLANEOUS

- A.** The City expects to enter into a written Agreement with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.

- G.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.

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

- H.** The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I.** The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

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RESPONDENT INFORMATION SHEET

Respondent's Legal Name: _____

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

State of Organization: _____

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

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

Respondent's Address: _____

Street City State Zip Code

Respondent's Website Address: _____

Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

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

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: [Click or tap here to enter text.](#)

Price Sheet Summary

Exhibit A – Proposed Resources Committed to Project

Resource	Amount
Cash	
Facilities	
In-Kind Services (list by type below)	
<i>Service type</i>	
<i>Service type</i>	
<i>Service type</i>	
Total Proposed Resources Committed to Project	\$

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 AND INTEREST

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.

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.

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 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.** Contractor 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.** Contractor 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 Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor 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 Contractor.** Contractor 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 Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Contractor 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 Contractor or Contractor'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.** Contractor 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 Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor 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. Contractor 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. Contractor 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. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

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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RESPONDENT CHECKLIST

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

Proposer's Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Responses to Proposal Questions	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion and Interest) (required form)	
City of Tulsa General Contract Terms (required form)	
Acknowledgment of Receipt of Addenda / Amendments	
Certificate of Insurance	
Additional Information (Optional)	

PACKING LABEL

Top Left Corner of Label

From: Name
Respondent's Legal Name
Street Address
City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Respondent Submission For:

RFP# TAC1100A

RFP DESCRIPTION: Professional Services for Panhandling Initiative

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.