

01/25/24

# Request For Proposal 24-427

## Addendum #1

Please note the following questions with answers 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.

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### QUESTIONS/CLARIFICATION/CHANGES:

#### QUESTIONS:

How many people shall be trained per year? How many do you anticipate in each workshop? **Approximately 100 total per year. 25-30 per class. Starting in June 2024. 1 class of 25 to 30 participants. then another training every other week until all 100 trained.**

Do you want to provide the sessions over multiple consecutive days or spread out over time in shorter sessions? **1 day – 8 Hour session to cover all topics. Then same training 2 weeks later.**

How important is it to have local facilitators in Tulsa? **Not important**

How important is reinforcement to their learning process following the initial training? **Somewhat important**

Are you interested in other topics after the class? For just leaders or for all staff? (e.g., Time management, communication, etc. is relevant for all positions) **Not at this time.**

Will classes be held at a TPD facility? **Yes.** If so, do you have a training room or meeting space with a projector/screen or monitor that they will provide? **Yes, room and equipment will be provided.**

The RFP states that the Field Training Program itself is a 16-week course – would the requested organizational training component be a single session within those 16 weeks or multiple sessions? **No. This training is for already trained FTO's. Not part of the 16-week FTO training program.**

If the requested course is intended to be provided in multiple sessions; will each individual attend a single session that targets all components or multiple sessions that each will focus on a specific competency? **We would like 1 day 8 hour training covering all topics listed.**

Do all the 5 topics need to be delivered in one workshop or only one topic in one workshop? **All topics in 1 - 8 hour day. Every other week for 25 to 30 trainees.**

What will be the weightage of each topic in the workshop? **Equally for all topics.**

Is this going to be a group training/coaching with a smaller number or a seminar with a larger audience – Kindly specify the approximate count in either type of the delivery. **25 to 30.**

What will be the total duration of workshop each day? **8 hours.**

What will be the recurrence of these workshops? **Approximately 100 total participants, in 4 sessions of 25 to 30.**

How many times per year does TPD want to conduct the workshop? **1 time per year.**

The price sheet summary only appears to let bidders quote the cost of instructing the completed workshop. How can bidders provide budget information related to the cost of developing the workshop itself? **Include it in the total cost per year**

*Would this RFP be for basic FTO training for officers or advanced training for current FTOs or both?*

**advanced**

*Would this RFP include policy design and assistance?*

**No**

What is the budget for this RFP? **Undetermined**

Do you prefer a half day or full day workshop? Also, is there a specific number of workshop hours you have in mind? **Full Day - 1 - 8 hour day -8:00am to 5:00pm for 25 to 30 participants – (4 total training days in June and July of each year covering all 100 participants.**

# Request for Proposal

RFP 24-427

## Professional Services and Supplies for:

Organizational Leadership Training for Tulsa Police Department  
Field Training Officer Program

NIGP Commodity Code(s):

918-85

### RFP Schedule

EVENT	DATE
RFP Issue Date	01/08/2024
Pre-Proposal Conference <i>Location   Zoom/Teams link</i>	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	01/26/2024 <i>12 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>	02/07/2024

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 **RFP 24-427** 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) Police Department (TPD) is searching to secure professional services for continuing Organizational Leadership Training for the TPD Field Training Officer Program through on-site learning and development workshops.

We enthusiastically look forward to receiving your proposal.

## **II. BACKGROUND:**

The TPD Field Training Program is a 16 week “on the job” training program that bridges the gap between the academic instruction of the police academy and the practical application of the day-to-day duties of a patrol officer. To become a field training officer, one must have a minimum of three years of time in service to the police department, be recommended by their chain of command, approved through the training division, pass an oral interview, and participate in field training officer school. It is crucial that a Tulsa Police field training officer have the following traits and abilities:

- Coaching and mentoring subordinates
- Emotional Intelligence
- Time management and organization
- Critical thinking
- Judgement and decision-making skills

The leadership training workshop must be tailored and specific to the TPD Rules and Regulations as well as TPD Policy and Procedure. The TPD needs a continuous program designed to deliver specific and measurable outcomes.

It must be in-person training and touch multiple points to the learner.

Respondent must have experience with working/training large companies with 500 employees or more.

The selected Respondent (“Seller”) will be responsible for the initial administration of the training and future training one or more times per year going forward.

**III. TIMELINE:**

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

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date	01/08/2024
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	01/26/2024
<b>PROPOSAL DUE DATE</b>	<b>02/07/2024</b>
Begin Proposal Evaluations	02/12/2024
Interviews with Respondents (If needed)	02/14/2024
Execute Contract (anticipated)	02/28/2024
Begin Service Delivery (anticipated)	TBA

**IV. SCOPE OF SERVICES:**

1. The Seller shall create an on-site Field Training Officer workshop for current TPD Academy Graduates using the following traits to be taught:
  - Coaching and mentoring subordinates
  - Emotional Intelligence
  - Time management and organization
  - Critical thinking
  - Judgement and decision-making skills
2. The Seller shall provide administrative support for each on-site training workshop travel arrangements, lodging and per diem payments. Actual costs of instructor travel, lodging and non-supplied meals will be billed to the City by the Seller. The City will stipulate processes to ensure the cost of these expenses are reasonable and customary and will require approval of all instructor travel and associated costs prior to booking said travel.
3. The Respondent shall describe the objectives, goals, and deliverables of their training program.
4. The Seller will be responsible for all shipping and handling costs to or from the City of training materials to include but not limited to booklets, exams, forms, writing utensils and other office supplies.

5. The Respondent shall Collaborate with Field Training Officers and subject matter experts to create a training plan that meets everyone's needs.

## **V. DELIVERABLES:**

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

1. The Instructional Team will be expected to meet with TPD to discuss the content and provide progress reports. The goal of the City in implementing the continuing Organizational Leadership Training for the TPD Field Training Officer Program is to carry out a new solution that includes extensive training and support throughout the training class. Ideally, after the initial training classes the Seller will offer in-person training, for continuing education
2. The City expects ongoing support and coordination with the TPD with the proper implementation, configuration, troubleshooting, architectural design, and other product-related support from the Seller.
3. Respondent shall submit with it's proposal proof of training classes previously administered like the classes requested by TPD and describe in this RFP.
4. Respondent shall submit with it's proposal a list of Staffing and their credentials for this training.
5. Please include references on page 11 of this RFP.

## VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A. Proposals must be received by **5:00 p.m. on Wednesday, February 7th, 2024, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled "**RFP 24-427, Organizational Leadership Training for Tulsa Police Department Field Officer Training Program**".

**Proposals received late will be returned unopened.**

- B. Interested Respondents should submit:  
One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).
- C. 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
- D. All interested Respondents are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website:  
<https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

- E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Friday, January 26th, 2024.**

**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.

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

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

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

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 Seller(s).

All bids will be evaluated using the following criteria:

<b>Category</b>	<b>Total Points</b>
<i><b>COST</b></i>	<b>30</b>
<i><b>CLASS INSTRUCTION CONTENT &amp; DESCRIPTION</b></i>	<b>20</b>
<i><b>ABILITY TO ADAPT TO CURRENT TPD PRACTICES &amp; COT SCHEDULES</b></i>	<b>20</b>
<i><b>STAFFING &amp; RESOURCES</b></i>	<b>20</b>
<i><b>REFERENCES</b></i>	<b>10</b>

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

## **VIII. MISCELLANEOUS**

- A.** The City expects to enter into a written agreement (the "Agreement") with the chosen Seller that shall incorporate this RFP and your 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 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) and all proposals and a subsequent contract, if any, shall include the following statement: ***“The Seller 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 Seller is not a program or activity of the City. The Seller 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 Seller. Under no circumstances will the Seller conduct any activity which it deems to not be in compliance with the ADA.”***
- E. Although it is the City’s intent to choose only the most qualified Sellers, the City reserves the right to choose any number of qualified finalists for interview and/or final selection. At the discretion of the City, one or more Sellers may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- F. The use of the City’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- G. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- H. 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.

- I. 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.

- J.** The City 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 Seller on price and other contract terms, as necessary to meet the City's Objectives.
- K.** The RFP 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 contract for services or supplies necessary to respond. Any expenses incurred by the Seller(s) in appearing for an interview or in any way in providing additional information as part of the response to the RFP are solely the responsibility of the Seller. The City of Tulsa is not liable for any costs incurred by Sellers for any work performed by the Seller prior to the approval of an executed contract by the City of Tulsa.

**L. INSURANCE:**

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
Workers' Compensation	(Statutory limits)
Auto Liability	\$ 1,000,000.00

**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.

## 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.](#)

**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).

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**Sign Here ►**

Printed Name:

Title:

Date:

## References

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Description/Scope of Services: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Description/Scope of Services: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Date of Services: \_\_\_\_\_

Description/Scope of Services: \_\_\_\_\_

## 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 each year's services:

Year 1 per training workshop: \$ \_\_\_\_\_

Year 2 per training workshop: \$ \_\_\_\_\_

Year 3 per training workshop: \$ \_\_\_\_\_

Year 4 per training workshop: \$ \_\_\_\_\_

Year 5 per training workshop: \$ \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

## AFFIDAVIT

### NON-COLLUSION, 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**

## 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 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 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	
Proposal Narrative	
Seller Information Sheet	
Acknowledgement of Receipt of Addenda / Amendments	
Price Sheet Summary – Exhibit A	
Insurance	
Affidavit (Non-Collusion and Interest)	
References	
Additional Information (Optional)	

## PACKING LABEL

**FROM: [Name]**

[Respondent'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

**Respondent Submission For:**

RFP# 24-427

RFP DESCRIPTION: Organizational Leadership Training for TPD

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.