

Request for Proposal

25-913

Professional Services for:

Professional Land Acquisition and Relocation Services

Department: Public Works

NIGP Commodity Code(s):

918-89 Real Estate/Land Consulting (Including Land Survey Consulting)

925-86 Surveyor Services, Land

968-66 Right of Way Services (Including Title, Appraisal, Negotiation, Closing, Relocation, Condemnation, etc.)

RFP Schedule

EVENT	DATE
RFP Issue Date	01/31/2025
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	02/17/2025 <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>	02/26/2025

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

Donny Tiemann | dtiemann@cityoftulsa.org

*All questions should be emailed with **RFP 25-913** in the subject line.*

Submit proposals (sealed) to:

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



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City is soliciting proposals to secure professional services for Professional Right of Way Acquisition and Relocation Services on behalf of the City of Tulsa (“City”), on an on-call basis as needed for construction and design projects, as further defined in the Scope of Work.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

The City provides real estate/right-of-way acquisition services for capital improvement projects and other projects which include land acquisition and relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and the Policies and Procedures of the City, appraisal services, requests for abstracting services, requests for title opinions, negotiations; relocation assistance; condemnation support; records management, project management; and environmental screening.

III. TIMELINE:

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

EVENT	DATE
RFP Issue Date	01/31/2025
Deadline for Questions	02/17/2025
PROPOSAL DUE DATE	02/26/2025
Proposal Opening Date	02/27/2025
Begin proposal evaluations	02/28/2025
Interviews with Respondents (anticipated)	03/07/2025 – 03/12/2025
Approval of Recommended Award (anticipated)	03/19/2025
Execute contract (anticipated)	04/02/2025
Begin service delivery (anticipated)	04/07/2025

IV. SCOPE OF WORK:

1. The Respondent shall perform professional land acquisition and relocation services in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and the Policies and Procedures of the City, as directed.
2. The Respondent shall confer with the City to review project requirements and discuss scheduling of the project.
3. The Respondent shall attend designated meetings including pre-work, progress and any other meetings deemed necessary by the City.
4. The Respondent shall perform many but not necessarily all of the land acquisition and relocation services as outlined below:
 - Appraisals and Appraisal Reviews;
 - Abstract Updates and Title Opinions (or Property Reports);
 - Negotiations;
 - Relocation Assistance;
 - Condemnation Support;
 - Records Management;
 - Project Management; and
 - Environmental Screening.

Appraisal:

1. Respondent shall make all appraisal reports in accordance with the Policies and Procedures of the City.
2. Respondent shall provide appraisals made only by a certified appraiser acceptable to the City and with thorough knowledge and experience in providing appraisals for the type of property assigned.
3. The Respondent shall contact and provide each property owner or the owner's designated representative with a reasonable opportunity to accompany the appraiser on the inspection of the property.
4. The Respondent shall prepare an appraisal report for each parcel to be acquired.
5. The Respondent's appraisal report shall contain, at minimum, the following information:
 - a. The purpose and function of the appraisal, including limiting factors and conditions.
 - b. Description of the physical characteristics of the property being acquired in addition to the highest and best use of the property and the five (5) year sales history of the property.
 - c. A discussion of all relevant and reliable approaches to value. In most cases this will necessitate the use of the market approach only, although the Cost Approach may be used when insufficient market information is available.
 - d. A description of comparable sales relied on in the determination of value.

- e. A statement of the value of the property to be acquired, including damages, if any to the remainder.
 - f. The signed certification of the appraiser and the effective date of the valuation.
6. Respondent shall notify the City of instances when there is an indication that a value of the property to be acquired will exceed \$100,000.00 or in the event the complexity of the appraisal assignment would so warrant a second appraisal.
 7. Respondent shall use the appraise and acquire method of acquisition in those instances when there is an indication that a value of the property to be acquired will be \$10,000.00 or less. In those instances, the need for an appraisal review may be waived by the City.

Appraisal Review:

1. Respondent shall review each appraisal report in accordance with the Policies and Procedures of the City.
2. Respondent shall provide a certified appraiser acceptable to the City with thorough knowledge and experience in providing Appraisal Reviews for the type of property assigned.
3. Appraisal reviews shall be for the purpose of verifying that all applicable appraisal standards and practices have been adhered to and that all conclusions are supported by appropriate documentation and analysis.
4. As required by the City, the review appraiser shall obtain corrections or clarifications of information contained in the appraisal report prior to acceptance of the Report.
5. Respondent shall prepare and submit to the City for approval, an appraisal review setting forth the recommended opinion of value.
6. The review appraiser shall review appraisal reports and/or documentation provided by property owners during the negotiation phase of the project and provide a written assessment of the information provided.
7. The City may waive an appraisal review in those instances where the appraise and acquire method of acquisition is used.
8. Respondent will furnish one original and one electronic copy of all appraisals reports and reviews to the City.

Environmental Screening:

Respondent shall submit in writing to the City, for its review, any general observations and/or significant findings that might warrant an environmental audit. Notification of any potential environmental hazards or issues will be provided as soon as possible after the project's notice to proceed or first discovery. Respondent may be asked to include a written recommendation for a possible phase I survey.

Negotiations:

1. Respondent shall conduct negotiations with each owner for the acquisition of the property right to be acquired based on the approved fair market value in accordance with the policies and procedures of the City.
2. Respondent shall secure all documentation necessary to convey title or easement rights to the City.
3. Respondent shall coordinate with the City the request for the issuance of all funds necessary to close on the purchase of the property in a timely manner.
4. Respondent shall document in writing all contacts made and documents sent/received during the negotiation process in a parcel log.
5. Respondent shall provide written analysis to the City on those parcels which cannot be secured on the basis of the approved fair market value.
6. Respondent shall prepare a condemnation file for those parcels which cannot be secured for submittal to the City's counsel for condemnation.

Condemnation Support:

1. Respondent shall assist the City in condemnation phase including, but not limited to preparation of all files regarding the appraisal and negotiation activities.
2. Respondent shall coordinate the hiring of expert witnesses as determined necessary by the City's attorney.

Records Management:

1. Respondent shall maintain a project database program of all project land acquisition and relocation activities.
2. Respondent shall maintain permanent written records and files regarding all land acquisition activities. All files will be retained in a secure place until such time as the parcel activities are completed. Upon completion of all parcel activities, the file(s) will be turned over to the City.
3. Respondent shall make available all records and files for inspection by authorized representatives of the City at any time.
4. Respondent shall maintain project scheduling information of all land activities to show progress of each parcel and project segment against established milestone schedules.
5. Respondent shall develop and maintain detailed information of all costs associated with acquisition and relocation of real property and project management.

Project Management:

1. Respondent shall designate a land acquisition/relocation project manager who will be responsible for all land acquisition and relocation activities as outlined in the Scope of Services. A project manager will

be designated for overall project administration and coordination of activities with the City's staff.

2. Respondent shall establish a project office in the vicinity of the project to conduct all land acquisition activities, when required by the size and type of project.
3. Respondent shall participate in project public meetings and make presentations regarding the land acquisition program as required by the City.
4. Respondent shall develop project scheduling information and monitor completion of activities in accordance with the overall project schedule and submit monthly status reports on project progression.
5. Respondent shall at all times provide sufficient personnel throughout the project in order to carry out in a timely and cost-efficient manner all aspects of the Scope of Work for land acquisition and relocation services.
6. Respondent shall make recommendations to the City regarding the refinement of Policies and Procedures as may be needed to fit the project requirements.
7. Respondent shall ensure that all letters, documents, etc. are computer-generated and correct.

Abstract Update and Title Opinion:

1. Respondent shall obtain an update of the abstract, along with a written examination of the title by a City approved title attorney for each fee simple parcel identified.
2. When an abstract cannot be obtained from the owner or an abstract company, Respondent will coordinate with the City for the need to have a new abstract prepared or a "stand-up" title opinion.
3. Respondent shall not make offers to acquire the real property until all abstract updating and title review work on the parcel has been completed.
4. When only easements are being acquired, Respondent will provide a 5-year title search or property report, as determined by the City.

Relocation Assistance:

Depending on type of project funding, Respondent shall provide coordination and assistance regarding any necessary relocation to displaced persons, including utilizing the US Department of Housing and Urban Development's Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Additional Services:

1. Respondent shall provide additional services, due to additional appraisal work, condemnation, engineering design changes, demolition, etc., as required by the City. These services will be authorized in writing by the City of Tulsa prior to the work being done and payment received.

2. The Respondent shall hold confidential all business or technical information obtained from the City or its affiliates or generated in the performance of services under this Agreement and identified in writing by the client as “confidential”. The Respondent shall not disclose such information without the City’s consent except to the extent required for: (1) Performance of services under this Agreement; (2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; (3) Compliance with any court order or other governmental directive and/or (4) Protection of the Respondent against claims or liabilities arising from performance of services under this Agreement.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include all items identified in the Scope of Work.

VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The City will develop performance metrics with the awarded Respondent. These performance metrics will highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. The City looks forward to working with the awarded Respondent to define these important performance metrics during contract negotiations.

The final set of performance metrics and frequency of collection will be negotiated by the City and the awarded Respondent prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

Contract Performance Monitoring

As part of the City’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with awarded Respondents 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 Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

1. Proposals must be received by 5:00 p.m. on **Wednesday, February 26, 2025, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled “**RFP 25-913, Professional Land Acquisition and Relocation Services**”.

Proposals received late will be returned unopened.

2. 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).

3. Proposals shall be delivered and sealed to:

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

4. 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.

5. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Monday, February 17, 2025**.

Donny Tiemann, Project Buyer
dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

6. Proposals will be opened on the morning after the due date, at 8:30am, at the:
Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

VIII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

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

1. 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.
2. 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.
3. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
4. 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.

IX. EVALUATION OF PROPOSALS:

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

All Bids will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
<i>Qualifications and Experience</i>	40	Respondent’s overall experience and qualifications in providing the services requested would be demonstrated with evidence of past performance, quality and relevance of past work, references, and related items.
<i>Staff Capacity and Oversight</i>	15	Respondent would provide a list of key team members and expertise. Respondent would describe their organization’s ability to take on additional work if awarded.
<i>Service Delivery and Timeline</i>	15	Respondent demonstrates a complete understanding of the project and required standards. The project schedule is sufficient to ensure successful completion of the project in a timely manner, and incorporates key milestones related to the scope of work.
<i>Project Management and Reporting</i>	15	Respondent provides a clear plan to complete the awarded project within a timely manner, including key milestones and performance metrics.
<i>Pricing and Cost Proposal</i>	15	Respondent’s proposed budget is sufficient to ensure successful completion of projects, and each cost is reasonable and necessary

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

X. MISCELLANEOUS

1. The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent(s) that shall incorporate this RFP and your proposal. Further, Respondent(s) will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
2. All data included in this RFP, as well as any attachments, are proprietary to the City.
3. The City notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
4. 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).
5. The use of the City’s name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
6. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
7. 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.
8. 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.
9. The City also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.

- 10. Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City’s acceptance of the Supplies or services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

- 11. Insurance:** Seller and its subcontractors must obtain Seller’s expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Worker’s Compensation insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$ 1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Worker's Compensation	(Statutory Limits)

SELLER’S INSURANCE MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA. Seller will have 10 days after notification that your Proposal was selected for contract award by the City to provide proof of such coverage by providing the assigned project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. 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
- G. Request for Proposal number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of the coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

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

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)

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

Year 1: \$ _____

Year 2: \$ _____

Year 3: \$ _____

Year 4: \$ _____

Year 5: \$ _____

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal 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: _____

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

APPENDIX A – City of Tulsa General Contract Terms

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

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (July 1st to June 30th) in which such services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller’s subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City’s Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City’s compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

RESPONDENT CHECKLIST

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

Proposer’s Name: _____

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative (To Include Requirements as listed on page 3-9)	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Affidavit (Non-Collusion, Interest & Claimant) (required form)	
Acknowledgement of Receipt of Addenda (required form)	
Additional Information (Optional)	

Please Return Entire RFP Packet

PACKING LABEL

FROM: [Name]

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Respondent Submission For:

RFP# 25-913

RFP DESCRIPTION: Professional Land Acquisition and Relocation Services

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.