

Request for Proposal

25-921

Professional Services for: Tower Lighting As A Service (TLaaS)

Department: IT, Operations & Support Division

NIGP Commodity Code(s): 936-84, 940-86, 915-67

RFP Schedule

EVENT	DATE
RFP Issue Date	05/23/2025
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	06/02/2025 <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>	06/11/2025

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 25-921 in the subject line.

Submit proposals (sealed) to:

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



I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), the City of Tulsa is soliciting proposals from qualified Respondents to secure a turnkey, FAA-compliant tower lighting system on four radio communication towers. This system must include infrared (IR) LED lighting equipment, physical installation, 24/7 remote monitoring, FAA compliance and reporting capabilities, and ongoing maintenance. The goal is to ensure full compliance with FAA obstruction lighting regulations (14 CFR Part 77 & 47 CFR Part 17) to mitigate aviation safety risks, avoid regulatory fines, and eliminate the liability exposure resulting from unlit or malfunctioning towers.

The City seeks to establish a contract with a Respondent that can deliver a fully integrated solution, ensuring FAA compliance from installation through ongoing operations. Respondents must demonstrate the ability to provide a comprehensive lighting service with rapid deployment and proven experience in meeting federal lighting requirements for telecommunications or broadcast towers.

We enthusiastically look forward to receiving Your proposal.

II. BACKGROUND:

The City of Tulsa owns and operates multiple communication towers that require FAA-mandated obstruction lighting systems. These towers currently rely on aging or noncompliant lighting infrastructure, placing the City at risk of regulatory violations. Due to these financial and safety risks, the City is prioritizing systemwide upgrading to dual-mode (red/white) LED lighting systems, which must include embedded monitoring and automated FAA notification features. The system will ensure continuous compliance, reduce the need for tower painting, and support maintenance forecasting. This project is considered urgent due to exposure to noncompliance and limited capacity within departmental operating budgets to absorb penalty costs.

III. TIMELINE:

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

EVENT	DATE
RFP Issue Date	05/23/2025
Deadline for Questions	06/02/2025
PROPOSAL DUE DATE	06/11/2025
Begin proposal evaluations	06/12/2025
Award Recommendation Approval at SSA	06/18/2025
Execute contract (anticipated)	06/25/2025

IV. SCOPE OF WORK:

Qualified Respondent shall provide all labor, materials, equipment, permits, and services necessary to complete the following scope of work on ASR towers 1047280, 1047282, 1236082, and 1047281:

1. The Respondent shall decommission and dispose of old incandescent lighting system and controls.
2. The Respondent shall furnish and install FAA-certified LED obstruction lighting systems (L-864/L-865 dual mode or equivalent).
3. The Respondent shall provide embedded or networked 24/7 system monitoring and compliance alerting.
4. The Respondent shall automate FAA outage reporting per 47 CFR part 17.
5. The Respondent shall deliver scheduled and emergency maintenance services, including parts replacement.
6. The Respondent shall provide full system commissioning and post-installation FAA certification.
7. The Respondent shall supply training, documentation, and direct support for city staff.
8. The Respondent shall offer an end-of-term ownership option or clearly defined leasing terms.

V. DELIVERABLES:

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

- 1) FAA compliance documentation (as-built plans, commissioning reports).
- 2) Monthly monitoring reports and incident response logs.
- 3) System health dashboard access and annual compliance verification summary.
- 4) Itemized list and quantity for every major component required at each tower location

PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

Performance Metrics

The following performance metrics highlight key priorities that will be analyzed with the awarded Respondent collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The City looks forward to working with awarded Respondents to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the successful Respondent and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

These metrics are designed to ensure that FAA compliance is continuously verifiable, promote the prompt resolution of lighting failures, and track the Respondent’s responsiveness, as well as their adherence to preventive maintenance schedules. Additionally, they provide the City with a structured means to measure the overall value, reliability, and effectiveness of the service throughout the contract’s duration

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Lighting System Uptime (FAA-compliant operation)	Automated system logs, monitoring reports	Monthly	Respondent
Response Time to Lighting Failures	Incident logs, help desk tickets	Per incident	Respondent
FAA Reporting Compliance	FAA Notification Logs, System Audit	Quarterly Audit	Respondent (Reviewed by City)
Preventive Maintenance Completion Rate	Maintenance schedules and records	Monthly	Respondent
Time to Resolution for Critical Outages	Incident logs	Per incident	Respondent (Reviewed by City)
Accuracy of Monitoring and Alerting System	Monitoring system self-check diagnostics	Quarterly	Respondent
System Installation Timeliness (initial deployment)	Project management records	At project milestones	Respondent with City oversight
Customer Service and Communication Score	City satisfaction survey	Semi-Annually	City of Tulsa
Availability of Spare Parts (e.g., beacon inventory)	Vendor inventory logs	Monthly	Respondent
Regulatory Audit Readiness	Internal compliance documentation	Annually	Respondent (Reviewed by City)

Contract Performance Monitoring

As part of the City of Tulsa'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

VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, June 11, 2025, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "**RFP 25-921, Tower Lighting As A Service**".

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. 2nd St.
Suite 260
Tulsa, OK 74103
- D.** 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.
- 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 **Monday, June 2, 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.

- 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 2nd Street, 2nd Floor
City Council Chamber**

VII. 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>	25	Demonstrates extensive critical tower lighting experience; references provided.
<i>Staff Capacity and Oversight</i>	20	Strong project management structure; identifies qualified personnel and technical staff.
<i>Service Delivery and Timeline</i>	20	Clear plan for installation and compliance within 90 days; contingency plans included
<i>Project Management and Reporting</i>	15	Provides robust tracking tools and compliance monitoring platform; real-time visibility.
<i>Pricing and Cost Proposal</i>	20	Competitive pricing structure; transparent capital and operational cost breakdowns.

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

VIII. MISCELLANEOUS

- A. 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.

- B. All data included in this RFP, as well as any attachments, are proprietary to the City.
 - C. 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.
 - 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's name in any way as a potential customer or contractual partner is strictly prohibited except as authorized in writing by the City.
 - 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 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.
 - J. **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.

K. **Insurance.** The selected Respondent “Seller” and its subcontractors must obtain at Seller’s expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers’ Compensation and Employer’s Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$1,000,000.00
Workers’ Compensation	(Statutory limits)

Seller’s insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

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.](#)

EXHIBIT A

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: _____

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APPENDIX A – City of Tulsa General Contract Terms

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

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

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

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 3-8)	
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# 25-921

RFP DESCRIPTION: Towel Lighting As A Service

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.