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5/27/25

# Request For Proposal TAC 1100B

## Addendum #1

Please note the following changes which have been made for clarification to this Request for Proposal. **This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** 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:

Commercial Auto Liability Insurance requirement updated to include "Combined Single Limit"

Umbrella Liability Insurance requirement added.

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# Request for Proposal

## TAC 1100B

**Professional Services for:** Professional Services for Panhandling Initiative

**Department:** Asset Management Department

**NIGP Commodity Code(s):**

918-03 Alcohol and Drug Abuse Consulting Services

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

952-15 Case Management

### RFP Schedule

EVENT	DATE
RFP Issue Date	5/14/2025
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions <i>Submit to assigned buyer via email.</i>	5/28/2025 <i>7 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>	6/4/2025

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

Julie Miller | [jamiller@cityoftulsa.org](mailto:jamiller@cityoftulsa.org)

*All questions should be emailed with the **TAC 1100B** 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 is soliciting proposals to secure professional services to provide day labor opportunities and individualized case management services to panhandlers in the City of Tulsa ("City").

We enthusiastically look forward to receiving Your proposal.

**II. BACKGROUND:**

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

**III. 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	5/14/2025
Deadline for Questions	5/28/2025
PROPOSAL DUE DATE	6/4/2025
Begin proposal evaluations	6/5/2025
Interviews with Respondents (anticipated)	6/9/2025
Negotiations with apparent successful Respondent begin (anticipated)	6/12/2025
Execute contract (anticipated)	6/18/2025
Begin service delivery (anticipated)	6/27/2025

#### **IV. SCOPE OF WORK:**

1. The Respondent shall go to targeted areas of the city of Tulsa as identified by the City, and approach panhandlers with an opportunity to earn a fair wage for a set amount of work.
2. The Respondent shall establish contact with a minimum of 800 individuals in the target population through roving van outreach over the period of this twelve (12) month Agreement. This will be subject to optional annual renewals per the terms listed in Appendix A.
3. The Respondent's program shall provide the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner as determined by the City and within the financial resources provided by the City.
  - A. Evaluation and assessment of program participants using an intake assessment form to determine eligibility and wrap-around services required for program participants.
  - B. Case managers should engage, assess, and follow up with program participants each day they are paid for day labor, and as needed, thereafter.
  - C. Refer program participants to other non-profit or partner agencies to provide wrap-around social services.
  - D. Comply with the City's request to update the HMIS program profile as needed for the City's homeless services website and 311 system
4. The Respondent shall provide day labor services which extend work opportunities to program participants.
  - A. Participants will be paid in cash and be provided with lunch daily.
  - B. Respondents must make day labor services opportunities available to a minimum of 6 panhandlers. The Respondent shall extend offers to provide case management services to program participants.
5. The Respondent shall cooperate with any City, State or Federal program data collection and evaluation efforts by providing the requested information for services delivered. Services provided to any identified homeless persons shall be entered into the local Homeless Management Information System (HMIS).
6. The Respondent shall participate in networking activities as designated by the City to include but not be limited to four networking meetings per twelve-month program period.
7. The Respondent shall provide detailed reports to the City's Asset Management Department.
  - A. Daily documentation shall include:

- i. Contact location
- ii. Participants
- iii. Work conducted

**B. Monthly Reporting shall include:**

- i. Number of persons contacted and where,
- ii. Number accepting case management services,
- iii. Type of services accepted,
- iv. Number accepting compensation for day labor,
- v. Number employed,
- vi. Number of housed,
- vii. Anonymized HMIS data,
- viii. Program expenditures.

- 8.** The Respondent's program shall address the program participant's immediate financial needs through a paid service that satisfies a public service while also providing supportive services that may lead to an increase in consistent income and stable housing for those who are homeless or are at risk of becoming homeless.
- 9.** The Respondent shall provide a comprehensive set of supportive and/or referral services available to program participants based on individual/family assessment results. Supportive and referral services strategies shall include at a minimum:
  - A.** Childcare services (tuition or fees)
  - B.** Transportation
  - C.** Tuition for training
  - D.** Supplies/Uniforms

**V. PROGRAM GOALS:**

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

**VI. CITY PROVISIONS:**

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

**VII. DELIVERABLES:**

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

1. Respondents must show how day labor opportunities and customized case management will help program participants and contribute to the reduction of panhandling in the city of Tulsa.
2. Respondent must deliver a detailed financial plan with identified sources of funding for the operation of the program.

**VIII. 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.

Performance Metric	Total #	Total %	Data Source	Data Collection Frequency	Data Collection Responsibility
Job Enrollment %			Respondent	Monthly	Respondent
Stable Job Emp.			Respondent	Monthly	Respondent
Stable Housing %			Respondent	Monthly	Respondent
Other Services %			Respondent	Monthly	Respondent
Stable Job Emp.			Respondent	Yearly	Respondent

### 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

## IX. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

- A.** Proposals must be received by **5:00 p.m. on Wednesday, June 6, 2025, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled **"TAC 1100B, Professional Services for Panhandling Initiative."**

**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 (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 **Wednesday, May 28, 2025**.

**Julie Miller, Project Buyer**  
[jamiller@cityoftulsa.org](mailto:jamiller@cityoftulsa.org)

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

- 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**

## **X. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS**

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

- A. One (1) unbound original and three (3) bound copies of the Proposal plus one (1) electronic copy.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each Respondent proposed as part of the team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of previous projects that Respondent (and any others proposed as part of Respondent's team) has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
- D. Provide a project schedule, identifying beginning and ending dates of work, as well as project target dates.
- E. To ensure that this project is completed in a timely manner, the City requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- F. Respondents shall document a minimum of 24 months' profit and / or non-profit experience providing proposed labor-related services.



- G.** Non-Profit Organizations with demonstrated activities in low-income neighborhoods and populations are eligible to apply.
1. Non-Profit Organizations must demonstrate a history of direct service provision to targeted populations as defined by this RFP.
  2. Non-Profit Organization's experience must have targeted low-income persons, particularly those who are homeless or at risk of becoming homeless.
- H.** A Respondent may submit a Proposal for:
1. Day Labor Services,
  2. Case management/supportive services (501(c)(3) Nonprofit Organizations only), limited to a request of up to \$15,000; or
  3. Both day labor and case management services.
- I.** The primary Respondent is encouraged to subcontract to maximize services.
- J.** If the primary Respondent is a for-profit entity and plans to apply for both components, documentation of partnership with a 501(c)(3) Non-Profit Organization will be required to provide the wrap-around case management services.
- K.** The following requirements shall be confirmed to grant award:
1. A 501(c)(3) status (Non-Profit Organizations only)
  2. A good standing with the Internal Revenue Services (IRS)
  3. Tax ID number
- L.** Case management Proposals should, at minimum, address how case managers will conduct assessments and provide supportive and referral services.
- M.** The Respondent shall propose a program that addresses the Program Participant's immediate financial needs with income from paid labor for work that satisfies a public service while also providing supportive services that may lead to an increase in consistent income and stable housing for those who are homeless or are at risk of becoming homeless.
- N.** Insurance. A selected Respondent and its subcontractors must obtain at their expense and keep in effect during the term of the Agreement, including any renewal periods, the following insurance policies in the minimum amounts set below.
- Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least

\$2,000,000 in the annual aggregate, including but limited to:  
 premise/operations (including off-site operations), blanket  
 contractual liability and broad form property damage.

- Commercial Auto Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit per occurrence, extending to any automobile.
- Professional Errors and Omissions Insurance in an amount not less \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate.
- Umbrella Liability Insurance on occurrence basis not to exceed \$3,000,000 per occurrence and \$3,000,000 in the annual aggregate.
- Workers' Compensation as required by Oklahoma Law

**Seller's insurer must be authorized to transact business in the State of Oklahoma.**

Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

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

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

**XI. EVALUATION OF PROPOSALS:**

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

All Bids will be evaluated using the following criteria:

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

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

## **XII. 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](mailto: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.

**THE REST OF THIS PAGE LEFT INTENTIONALLY 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:

## 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)

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

**THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.**

**Annual Price Adjustment.** The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods. **The Increase shall be limited to the lesser of:**

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1\* (web link below) from the prior year
- b. Or the following fixed percentage: \_\_\_\_\_%.

\*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

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).

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**Sign Here** ►

Printed Name:

Title:

Date:

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## APPENDIX A – City of Tulsa General Contract Terms

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It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent (“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.

## 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)	
Data Rider (If required)	
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 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# TAC 1100B

RFP DESCRIPTION: Professional Services for Panhandling Initiative

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number).

Proposals must be sealed and either mailed or delivered to the City Clerk's Office.

Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.