

# Request for Proposal

19-722

## Professional Services for

HUD Five-Year Consolidated Plan, First-Year Annual Plan and  
Analysis of Impediments for Fair Housing Choice

## NIGP Commodity Code(s):

906-64 Planning, Urban (Community, Regional, Area wide, and State)

918-27 Community Development Consulting

918-63 Housing Consulting

918-92 Urban Planning Consulting

## Submit proposals (sealed) to:

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103



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**I. STATEMENT OF PURPOSE:**

With this Request for Proposal (RFP), we are searching to secure professional services to develop a Five-Year Strategic Plan (Consolidated Plan) for the City of Tulsa, OK for HUD Program Years 2020- 2024, which includes the requirement of completing an Analysis of Impediments to Fair Housing. The time period for the Plan is July 1, 2020 – June 30, 2025.

**II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

**A. General Requirements**

1. The proposal must be received by **5:00 p.m. on Wednesday, February 20, 2019, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP 19-722 HUD Five-Year Consolidated Plan, First-Year Annual Plan and Analysis of Impediments for Fair Housing Choice”**. **Proposals received late will be returned unopened.**
2. Proposals shall be delivered sealed to:  

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103
3. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail and must be received prior to the end of the business day on **February 11, 2019**.

**Terry O. Thomas, Senior Buyer**  
[tthomas@cityoftulsa.org](mailto:tthomas@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only 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.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. The Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute the contract on the Respondent's behalf.

## **B. General Notifications**

1. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
2. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
3. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”
4. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City’s Objectives.
5. Although it is the City’s intent to choose only the most qualified Respondents, the City reserves the right to choose any number of qualified finalists for interview and/or for final selection. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
6. This Request for Proposal does not commit the City of Tulsa to pay any costs incurred in the preparation of proposals, or in submission of a proposal, or the costs incurred in making necessary studies and designs for preparation thereof, or to contract for services or supplies necessary to respond. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way in providing additional information as part of the response to this Request for Proposals are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents for any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa.

### **III. INTRODUCTION:**

#### **A. Background**

In late 1994, the U.S. Department of Housing and Urban Development (HUD), created the requirement of the Consolidated Plan (CP), a local government comprehensive planning document required for application for funding under any of the Department's formula grant programs. The formula grant programs received by the City of Tulsa are the Community Development Block Grant (CDBG) Program, the HOME Investment Partnership Program (HOME), Emergency Solutions Grant Program (ESG), and Housing Opportunities for Persons with AIDS (HOPWA).

The City has been a CDBG Entitlement Community since the 1970s and a HOME Participating Jurisdiction since the early 1990s. Tulsa currently receives nearly \$3.3 million in CDBG funds, \$1.7 million in HOME funds, \$274,358 in ESG funds, and \$466,513 in HOPWA funds annually.

The Consolidated Plan is designed to be a collaborative process whereby a community establishes a unified vision for affordable housing and community development actions. The Consolidated Plan must identify a jurisdiction's housing and community development needs, set priorities, and describe how HUD and other resources will be used for activities designed to meet needs. The Consolidated Plan also creates the opportunity for strategic planning and citizen participation to take place in a comprehensive context.

The statutes for the formula grant programs set forth three basic goals against which the Plan and the jurisdiction's performance under the plan will be evaluated by HUD. Each jurisdiction must state how it will pursue these goals for all affordable housing and community development programs. The statutory goals are: decent housing; a suitable living environment; and expanding economic opportunities – all principally for persons of low and moderate income.

Consolidated Plan regulations are found at Part 24 of the Code of Federal Regulations (CFR) in Section 91. The introduction to the Consolidated Plan regulations can be found in the Federal Register of January 5, 1995, Vol. 60, No. 3. CDBG regulations are located in Part 24 of the CFR, but in Section 570. HUD has issued guidelines for preparing the Consolidated Plan through its new web-based format, the eCon Planning Suite. Information can be found on HUD's website: <https://www.hudexchange.info/programs/consolidated-plan/>

#### **B. Community Context**

The City of Tulsa, OK is the second largest city in Oklahoma with a diverse community of approximately 403,622 which anchors the Tulsa Metropolitan Area of approximately 1 million residents. Growth in the City has been slow in recent years with outlying suburbs growing at a much faster pace. In spite of appearing on several national "Best of" lists in recent years, Tulsa has a current poverty rate of 19.7%, higher than the national average, and has faced its share of challenges during the recent, prolonged economic downturn. The City, nonprofit organizations, educational institutions, and generous philanthropic and faith-based organizations have made contributions to community-wide initiatives to address poverty, health, education, and chronic homelessness, which we anticipate will continue going forward.

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

Grants Administration, part of the City's Finance Department is seeking a consultant to develop a Five-Year Strategic Plan (Consolidated Plan) for the City of Tulsa, OK for HUD Program Years 2020-2024, a First Year Annual Action Plan for 2020-2021, and an update to the Analysis of Impediments to Fair Housing Choice. The time period for the Plan will be July 1, 2020 – June 30, 2025.

Grants Administration is expecting proposals from only qualified firms and individuals with proven experience in developing Consolidated Plans or similar planning documents, in compliance with all associated federal laws and regulatory requirements.

**PART A** – Five-Year Consolidated Plan – Submission deadline to the HUD Oklahoma City Field Office is May 15, 2020.

**PART B** - First Year Annual Action Plan – Submittal deadline to the HUD Oklahoma City Field Office is the same as the Five-Year Consolidated Plan.

**PART C** – Analysis of Impediments to Fair Housing Choice – Submittal deadline to the HUD Oklahoma City Field Office is October 1, 2019.

**Citizen and stakeholder participation components are a critical process in the development of the Consolidated Plan and are to be considered a priority. In addition to meeting the federal requirements and deadline for the Consolidated Plan, Grants Administration is interested in encouraging meaningful public participation in the Consolidated Plan process, especially by low and moderate income people, and those in legally protected classes. All regulatory processes and HUD guidance documents for outreach and public participation to a broad range of community members (including the City's adopted Citizen Participation Plan) regarding proper methods for encouraging participation by racial/ethnic minorities (including Title VI) need to be adhered to. Additionally, Grants Administration is interested in a broad consultation process with public and private agencies that provide affordable/subsidized housing, homelessness prevention and intervention efforts, and health and public/human services.**

The Consolidated Plan shall provide a direct link between community goals and objectives and priority needs. The Plan shall build on the work Grants Administration completed in previous years and include initiatives outlined in the updated Analysis of Impediments to Fair Housing Choice (AI). It shall also provide clear direction for future One-Year Annual Action Plans, required as subcomponents of the next five-year framework. In addition to the Consolidated Plan, ADDENDUM A to this request includes the First Year Annual Action Plan, and ADDENDUM B to this request includes the Analysis of Impediments to Fair Housing Choice (AI).

The objective of requesting proposals is for the City to determine which consultant or consulting firm can offer the highest quality of service at the most reasonable cost.

Consultant representatives must be available for bi-weekly meetings with the City to review progress, coordinate activities, and discuss policy issues.

## **A. Objectives – Consolidated Plan**

The following objectives shall be considered in the development of the Consolidated Plan:

1. The plan shall meet HUD's requirements and deadline for a Consolidated Plan;
2. Development of the Plan shall use existing data to help determine housing, homeless, special population, and community development needs. To the extent it is available, development of the Plan shall incorporate the most current data via the U.S. Census Bureau's American Community Survey (ACS), the 2015-16 Affordable Housing Market Study for Tulsa County (<http://oklahomahousingneeds.org/counties/tulsa-county/>), the most current data sources available from HUD Exchange (<https://www.hudexchange.info/programs/consolidated-plan/guides/#data-sources>), and specific data sources for Eastern Oklahoma from the Community Service Council (<https://csctulsa.org/data-information/>)
3. Development of the Plan shall foster a participatory process that facilitates participation at all levels, especially with low and moderate income persons, racial/ethnic minorities, and persons with barriers to participation, including all in legally protected classes;
4. Development of the plan shall involve consultation with a broad sector of public and private agencies for collaboration and collective problem solving in determining needs, objectives, goals and priorities;
5. The Plan shall consider all community needs, and resources available to meet those needs;
6. Based on identified community needs, the Strategic Plan portion of the Consolidated Plan shall:
  - Indicate general priorities for allocating funds to the various housing and community development needs identified in the Plan;
  - Indicate the basis or reason behind the priority level (and relative priority) given to each category of priority need;
  - Identify any obstacle to meeting underserved needs;
  - Summarize specific objectives for meeting the needs in each priority area describing funds reasonably expected to be made available;
  - Identify quantifiable proposed accomplishments for each specific objective.
7. The Plan shall report on specific items required by HUD, such as reducing the number of families living in poverty and removing barriers to affordable housing;
8. The Plan shall be structured to serve as a basis for the City's Funding Allocation processes and for assessing performance on an annual basis;

9. The Plan shall be consistent with established planning documents for the City of Tulsa, such as:

- **AIM Plan**
- **Tulsa Comprehensive Plan (PLANiTULSA)**
- **Connections 2035: Regional Transit Plan**
- **GO Plan**
- **Tulsa Parks and Recreation Master Plan**

**B. Objectives – Analysis of Impediments to Fair Housing Choice**

The following objectives shall be considered in the development of the Analysis of Impediments to Fair Housing Choice:

1. The AI shall be conducted in accordance with the necessary requirements and guidelines under the Federal Regulations to identify steps the City will take to affirmatively further fair housing and future housing needs as part of the obligations it assumes when it accepts Community Development Block Grants (CDBG) and HOME Investment Partnership funds.
2. The analysis will be used to evaluate, monitor, address, and resolve Fair Housing issues in preparation of the City of Tulsa’s Five-Year Consolidated Plan.
3. The AI must include all required information required by Title 24 regarding the submission of this study in compliance with the Consolidated Plan.

**V. DELIVERABLES:**

**A. The products, reports, and plans to be delivered to the City will include, but are not limited to:**

1. Develop a detailed calendar for completion of the work, which must meet the guidelines for completion as indicated above and comply with all City Ordinances regarding the City’s HUD Grants Process and the Citizen Participation Plan.  
**Ordinance 23598:**  
[https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances?nodeId=C\\_D\\_ORD\\_TIT12INPO\\_CH8U.DEHOURDEGR](https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=C_D_ORD_TIT12INPO_CH8U.DEHOURDEGR)  
**Citizen Participation Plan:**  
<https://www.cityoftulsa.org/media/6826/amendedcitizenparticipationplan-2018.pdf>
2. Statistical and informational data collection and preparation of charts and narrative to prepare a housing and homeless needs assessment (24 CFR 91.205) and housing market analysis (91.210);
3. Consultation with public and private agencies as outlined in 24 CFR 91.100, including those that provide: affordable/subsidized housing; health and public/human/social services; state or local health and child welfare agencies regarding lead-based paint hazards; adjacent units of local government, including planning agencies; public Housing Authorities; and agencies receiving HOPWA funds within the eligible City of Tulsa statistical area;



4. Citizen participation activities such as publishing information; surveys; coordinating meetings, focus groups and hearings; and summarizing. Such activities must be carried out consistent with HUD guidance regarding providing meaningful language access and must respond to public comments as outlined in 24 CFR 91.100;
5. Using needs information obtained through data collection, consultation and citizen participation to make recommendations for a Strategic Plan as outlined in 91.215 and for any associated policy issues;
6. **PART A:** The production of a Draft Five-Year Consolidated Plan, and Final Five-Year Consolidated Plan for submittal to HUD.
7. **PART B:** The production of a Draft First Year Annual Action Plan, and Final First Year Annual Action Plan for submittal to HUD.
8. **PART C:** The production of a Draft Analysis of Impediments to Fair Housing Choice (AI), and a Final AI for submittal to HUD.

**B. The consultant will be responsible for providing the following products:**

1. **PART A: Five-Year Consolidated Plan** - One original paper copy and one electronic copy submittal in HUD's required eCon Planning Suite web-based format. City staff will convert the paper original to a pdf format for distribution and will provide cover graphics. The document shall be prepared using the web-based eCon Planning Suite. It shall be outlined in a document format compatible with the eCon Planning Suite and agreed upon by the Consultant and City staff. The City of Tulsa has final determination on cover graphics and document(s) formatting.
2. **PART B: First Year Annual Action Plan** - One original paper copy and one electronic copy submittal in HUD's required eCon Planning Suite web-based format. City staff will convert the paper original to a pdf format for distribution and will provide cover graphics. The document shall be prepared using the web-based eCon Planning Suite. It shall be outlined in a document format compatible with the eCon Planning Suite and agreed upon by the Consultant and City staff. The City of Tulsa has final determination on cover graphics and document(s) formatting.
3. **PART C: Analysis of Impediments to Fair Housing Choice** – One electronic copy
4. Major document components related to Scope of Work include:
  - a. *Citizen Participation and Consultation:* Develop a list of housing and community development stakeholders in the City. Provide meaningful involvement of citizens, community-based organizations, businesses, elected officials, housing and service providers in the planning process. Conduct regular consultation with City staff (see above), as well as meaningful language access to persons with Limited English Proficiency (LEP). The usually-required updated Citizen Participation Plan will **not** be a part of the Scope of Services.
  - b. *Executive Summary*
  - c. *Housing Market Analysis and Needs Assessment:* Collect and analyze statistical information that provides an overall picture of the

housing needs of the City. At a minimum, the assessment shall include the following:

- Housing supply and demand
- Housing affordability analysis
- Cost-burdened households
- Housing types
- Housing conditions, including substandard units
- Disproportionate racial/ethnic group housing needs
- Specific housing objectives
- Needs of Public Housing
- Inventory of local, state and federal assisted housing
- Barriers to affordable housing
- Lead based paint hazards

d. *Homeless Needs Assessment*: At a minimum, the assessment shall include consultation with the Continuum of Care to include the following:

- Inventory of emergency shelters, transitional housing and permanent housing for the homeless
- Needs of sheltered and unsheltered homeless
- Needs of subpopulations
- Needs of persons threatened with homelessness

e. *Non-Homeless Special Needs Assessment*: At a minimum, this assessment shall include the following:

- Special Independent Living needs and issues for persons with physical and mental disabilities
- HIV/AIDs population housing needs
- Supportive service needs

f. *Community Development Needs*: Identify non-housing community development needs, including:

- Public facilities and infrastructure improvement needs
- Accessibility needs
- Historic preservation needs
- Economic development needs
- Planning needs
- Public service needs
- Other community development needs

g. *Housing and Community Development Strategic Plan*: Based on the data gathered and analyzed from iii) – vi) above, develop a 5-year, Strategic Plan that brings needs and resources together in a coordinated housing and community development strategy. At a minimum, this Plan shall include the following:

- Establishment of priority needs
- Obstacles to meeting housing goals and objectives
- Geographical areas: investigate the need for a targeted area implementation plan or targeted economic development area
- Alleviation of overcrowding
- Concentration of racial/ethnic minorities
- Involuntary displacement
- Affordable housing strategy
- Anti-poverty strategy
- Programs to assist households with incomes below the poverty level
- Coordination with other programs and agencies
- Community development priority analysis and strategy
- Institutional structure
  - Housing
  - Public services
  - Community development
  - Strengths in the institutional structure
  - Gaps in the institutional structure
- Coordination
- Implementation of housing and community development strategy

h. Identify Potential Funding Sources: Identify potential state and federal grants and other available funding sources available to the City for housing-related and community development activities. Suggest financial terms for CDBG and HOME projects based on project type or related factors.

5. Attachments/Other:

- Source documentation and data;
- Interim reports, memorandums, addendums, etc.
- Public announcement as published (or script, if broadcast);
- Information packets, surveys, questionnaires, and other materials handed out at public meetings;
- Formalized notes from and/or descriptive narrative of events;

- Copies of written public comments, summaries of verbal comments, and responses.
6. Presentation materials for stakeholder meetings, public meetings and hearings.
  7. Any other materials substantially relevant to the Consolidated Plan or its development process.
  8. A Citizen Participation Plan Amendment will **not** be a required deliverable as part of the Scope of Services for this project.

### **C. Final HUD Approval**

Should HUD not grant Final Approval of any of the documents, the Consultant must bring each document to an acceptable level within the HUD-designated time frame.

1. **PART A:** Five-Year Consolidated Plan
2. **PART B:** First Year Annual Action Plan
3. **PART C:** Analysis of Impediments to Fair Housing Choice

### **D. Implementation / Schedule of Work**

#### 1. Grants Administration Staff Responsibilities

Grants Administration Team and the Point of Contact (POC) person (a Grant Programs Administrator) will be available on a limited and negotiated basis to coordinate activities with the consultant. City staff will be available for bi-weekly meetings with the Consultant to review progress, coordinate activities, and discuss policy issues. Members of the City Staff Team may include: the Grants Administration Manager and other selected staff members, the City's Housing Director, and Mayoral staff. City staff will also assist with providing required comments to public comments that are received. The City will provide for the cost of public notifications for the public review comment period.

#### 2. Budget

The City of Tulsa has approximately SIXTY-FIVE THOUSAND (\$65,000) DOLLARS budgeted for this project. That amount INCLUDES the acceptable development, production, delivery and submittal of PARTS A, B, and C. Proposal costs must provide a separate price for PARTS A, B, and C, and include sub-totals for each major area of work listed below:

Personnel Costs –list the names of all individuals by job category, who will be assigned to the project. The number of estimated hours and the hourly rate for each individual must be itemized and totaled to arrive at total personnel costs, which includes overhead.

Travel Per/Diem (If Applicable) - summarize all estimated travel costs of project staff and the cost of food and lodging for the project staff required for the on-site work required under the Scope of Services.

Printing/Reproduction – list the costs of printing and reproducing all required reports and procedural material must be specifically identified and summarized.

Miscellaneous – list any category of costs, tasks or subtasks not identified in response to the above paragraphs must be specifically identified and summarized in this section.

NOTE: The City is able to provide some in-kind assistance for such items as copying, graphics work, and required newspaper notices for public hearings and review periods. The City is amenable to negotiating a reasonable additional budget amount for the Citizen Participation and stakeholder requirements of this project. Proposals shall clearly delineate the consultant’s responsibility, interaction, and availability for the various Citizen Participation components required for this project, both in terms of time commitment and number of meetings/presentations.

**E. Deadlines for Deliverables**

|   |                    |
|---|--------------------|
| <b>PART A: CONSOLIDATED PLAN SCHEDULE</b>   |                    |
| HUD Community Development Committee Holds Public Hearing for Needs Assessment for Consolidated Plan             | September 11, 2019 |
| Draft Consolidated Plan Available for Staff Review  | October 31, 2019   |
| Revisions to Draft Consolidated Plan back to Consultant   | December 16, 2019  |
| Draft Consolidated Plan Ready for 30-Day Public Comment Period  | March 11, 2020     |
| Public Hearing for Draft Consolidated Plan  | April 20, 2020     |
| Graphics and Document Production Work Complete on Final Consolidated Plan (City Staff)                          | April 27, 2020     |
| Consolidated Plan Complete  | May 1, 2020        |
| Submittal of Consolidated Plan to HUD   | May 15, 2020       |
| <b>PART B: FIRST YEAR ANNUAL ACTION PLAN SCHEDULE</b>   |                    |
| HUD Community Development Committee Holds Public Hearing for Needs Assessment for First Year Annual Action Plan | September 11, 2019 |

|  |                    |
|--|--------------------|
| RFP Workshops for First Year Annual Action Plan  | October 8-9, 2019  |
| HUD Community Development Committee Makes Funding Recommendations to Mayor for First Year Annual Action Plan                       | February 12, 2020  |
| Staff Provides Preliminary Information for First Year Annual Action Plan to Consultant   | February 14, 2020  |
| Draft First Year Annual Action Plan Available for Staff Review   | February 27, 2020  |
| Revisions to Draft First Year Annual Action Plan back to Consultant  | March 5, 2020      |
| Draft First Year Annual Action Plan Ready for 30-Day Public Comment Period   | March 11, 2020     |
| Draft First Year Annual Action Plan Public Hearing and City Council Make Final Funding Decisions for First Year Annual Action Plan | April 20, 2020     |
| Graphics and Document Production Work Complete on Final First Year Annual Action Plan (City Staff)                                 | April 27, 2020     |
| First Year Annual Action Plan Complete   | May 1, 2020        |
| Submittal of First Year Annual Action Plan to HUD  | May 15, 2020       |
| <b>PART C: ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE</b>  |                    |
| Draft AI for Staff Review  | July 12, 2019      |
| Draft AI back to Consultant for Public Review Preparation  | July 19, 2019      |
| Draft AI for 30-Day Public Review  | July 25, 2019      |
| Revisions to Draft AI back to Consultant   | August 28, 2019    |
| Consultant Preparation of Final AI   | September 8, 2019  |
| Final AI complete  | September 25, 2019 |
| Submittal of AI to HUD   | October 1, 2019    |

## VI. RESPONDENT AND PROPOSAL REQUIREMENTS

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

- A. One (1) unbound original and five (5) bound copies of the proposal plus one (1) electronic copy.
- B. All respondents are required to include the following information in the submittal as a minimum. Respondents are to number and name each section as follows:
  1. Methods and Approach - Describe your expected or recommended approach and tasks. Describe the anticipated interaction with the City. Provide an outline (i.e., timeline) of your anticipated schedule for completing consultant tasks.
  2. Scope of Work Deliverables - Provide your Deliverables for the Scope of Work Considerations listed in this document.
  3. Qualifications and Experience - Provide relevant information regarding previous experience related to developing similar plans and services to the ones listed under our Deliverables above:
    - a. Number of years in the business
    - b. Overview of services offered, qualifications
    - c. Names and location of similar projects. Three references of such projects, to include:
    - d. Service provided
    - e. Date of service
    - f. Client organization
    - g. Contact name and title, phone, and e-mail address of public agency reference(s) overseeing the planning effort
    - h. ***It is imperative that the awarded Consultant show experience with and proficiency in the web-based eCon Planning Suite format for HUD. In this section of your Proposal and in your three References, clearly express your experience with this***
  4. Examples of Work Products (preferably three via a web link or pdf files) for similar 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.
  5. List of Project Personnel - This list should include the identification of the contact person with primary responsibility for this contract, the personnel proposed for this contract, and any supervisory personnel, including partners and/or subconsultants, and their individual areas of responsibility. A résumé for each professional and technical person assigned to the contract, including partners and/or subconsultants, shall be submitted. The résumés shall include at least three references from previous assignments.
  6. Organization Chart/Proposed Project Team - An organization chart

containing the names of all key personnel and subconsultants with titles and their specific task assignment for this contract shall be provided in this section.

7. Availability – Describe the availability of project personnel to participate in this project in the context of the consultant firm’s other commitments.
8. Estimated Hours by Task - Provide estimated hours for each proposed or optional task, including the time required for meetings, conference calls, etc.; and the total project cost.
9. Schedule of Rates and Cost by Task - Provide a schedule of rates and an anticipated cost of each task identified in the Scope of Work Deliverables section; including the preliminary and final reports, and the total project cost.
10. The proposal shall specifically describe any assumptions with regard to City staff’s role.

**VII. EVALUATION OF PROPOSALS:**

A panel consisting of not less than three City of Tulsa employees will evaluate proposals. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose proposal is determined to be in the best interests of the City. 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).

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals and interview session.

| POINTS | QUALIFICATION                          | STANDARD   |
|--------|--|--|
| 20     | Scope of Proposal                      | Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?  |
| 25     | Firm Capability                        | Does the firm have the support capabilities the assigned personnel require? Has the firm done previous projects of this type and scope?  |
| 20     | Firm Capability and Assigned Personnel | Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?  |
| 20     | Availability                           | Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work? |



| POINTS | QUALIFICATION       | STANDARD  |
|--------|---------------------|---|
| 15     | Cost and Work Hours | Do the proposed cost and work hours compare favorably with the Project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase? |

**Reference Evaluation (Top Ranked Firms)**

The Project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

| QUALIFICATION       | STANDARD   |
|---------------------|--|
| Overall Performance | Would you hire this Professional again? Did they show the skills required by this project?   |
| Timetable           | Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?                       |
| Completeness        | Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively? |
| Budget              | Was the original Scope of Work completed within the project budget?  |
| Job Knowledge       | If a study, did it meet the Scope of Work?   |

**VIII. TIME FRAME FOR REVIEW:**

The City's target is to have a contract in place with the awarded Respondent by March 20,2019.

The target agreement start date for ALL components of RFP19-722 is early April 2019

**IX. AWARD OF PROPOSALS:**

Per Tulsa Revised Ordinances (TRO) Title 6, Chapter 4, in addition to Price, these factors may be considered in the evaluation and award of proposals:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,
5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Supplies, Services, and Information Technology Systems offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer,
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the Proposal specifications,
11. If a point system has been utilized in the Proposal specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.

**X. MISCELLANEOUS**

- A.** The City expects to enter into a written Agreement (the “Agreement”) with the chosen Respondent that shall incorporate this RFP and your proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the Agreement, if one is awarded to you.
- B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C.** The use of the City of Tulsa’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D.** Your proposal must clearly indicate the name of the responding organization, including the Respondent’s e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization’s primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F.** 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, see the provisions of the City of Tulsa Open Records Policy, available via the following link:

[www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf](http://www.cityoftulsa.org/OurCity/documents/OpenRecordsActPolicy.pdf)

The City shall not infringe upon any intellectual property right of any Respondent, but specifically 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. The City shall not be under any obligation to return any materials submitted in response to this RFP.

- G.** Insurance - Seller and its subcontractors must obtain at 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 Workers’ Compensation insurance in the statutory limits required by law.

|  |                    |
|--|--------------------|
| Personal injury, each person                         | \$ 175,000.00      |
| Personal injury and property damage, each occurrence | \$ 1,000,000.00    |
| Workers’ Compensation                                | (Statutory limits) |

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT  
BUSINESS IN THE STATE OF OKLAHOMA.**

You will have 10 days after notification that your Bid was selected for contract award by 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. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in 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

# NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

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 Respondents 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 Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Respondents 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 Respondents and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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**

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Proposal. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Respondent's 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 Respondent's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

## AFFIDAVIT OF CLAIMANT

STATE OF \_\_\_\_\_ )  
 )ss.  
 COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states 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.

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

Remit to  
 Address: \_\_\_\_\_

City, State  
 Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (print): \_\_\_\_\_

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and  
 notarized**

**RESPONDENT INFORMATION SHEET**

**Respondent's Legal Name:** \_\_\_\_\_

(Must be Respondent's company name exactly as reflected on its organizational documents, filed with the state in which Respondent is organized; not simply a DBA.)

**State of Organization:** \_\_\_\_\_

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

- Sole Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other: \_\_\_\_\_

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

Street City State Zip

**Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

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**Sales Contact:**

**Legal or Alternate Sales Contact:**

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

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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## Exhibit A - Price Sheet Summary

State the cost for each deliverable to be provided. Include an hourly rate schedule by personnel and reimbursable expenses, and the proposed number of hours budgeted for each member of the Respondent firm/team for each deliverable.

Please present a Fee Schedule for each part of this proposal:

Part A \$ \_\_\_\_\_

Part B \$ \_\_\_\_\_

Part C \$ \_\_\_\_\_

**Total All Costs Including Parts A, B and C** \$ \_\_\_\_\_

Each cost for which Seller intends to bill The City of Tulsa must be listed and described in this Price Sheet Summary.

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

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

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

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

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

**(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)**

## City of Tulsa General Contract Terms

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

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 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.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be

used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](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. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

**The undersigned Respondent agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.**

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

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

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

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

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