



INVITATION FOR SEALED PROPOSAL

BID 01-705

Description: Consultant Services

Department: Finance

NIGP Commodity Code(s): 918-49-00-000-0

Total pages including this page is 13

Note: FAXING OF BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:

City of Tulsa's Fax-on-Demand (918-596-1171) or

City of Tulsa's Website : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

TABLE OF CONTENTS

Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8
Specifications		9-13

Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: September 20, 2001

BID NUMBER: 01-705

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY
PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: September 4, 5, 6, 7, 10, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: None

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____% _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days)
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a con -
tract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All
deviations are in writing and attached hereto.

Enclosed is a [] BID BOND ; [] CASHIER'S CHECK; [] Certified Check in the amount of
\$ None _____, which I agree the City of Tulsa may retain as liquidated damages in the
event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____ SIGNATURE OF AUTHORIZED AGENT
STREET _____ TITLE _____
CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } **ss**
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

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

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says

Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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 bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - 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.

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Date: _____

Signature: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

BID 01-705 Consultant Services Finance Department

**PLEASE SUBMIT 7 COMPLETE COPIES OF YOUR
PROPOSAL**

BID 01-705

Consultant Services

Finance Department

STATEMENT OF PURPOSE:

This Request for Proposal is to secure professional services for an analysis of the adequacy of certain fees, including licenses and permits, non-business licenses and permits, nuisance and abatement fees, and charges for services and recommend policy concerning specific fees and other revenue funding alternatives which reflect the relationship to the actual cost of providing services incurred by the City.

The licenses, permits, and fees to be reviewed are the following:

Licenses and Permits	Non-Business Licenses and Permits	Charges for Services
<ul style="list-style-type: none"> ▪ Occupational ▪ Retail Liquor ▪ Amusement and Recreation ▪ Restaurant ▪ Liquor ▪ Occupational • Chauffeur • Beer • Massage 	<ul style="list-style-type: none"> ▪ Pet Licenses ▪ Elevator ▪ Annual Industrial ▪ Building Inspections- Residential ▪ Building Inspections Commercial ▪ Mechanical Inspections ▪ Plumbing Inspections ▪ Other Inspections ▪ Privately Financed Public Improvements (PFPI) Permits ▪ Security Alarm Permits ▪ Other Licenses and Permits ▪ Electrical Inspections ▪ Records Retention Fee ▪ PALS system Maintenance Fee 	<ul style="list-style-type: none"> ▪ General Government ▪ Planning and Zoning ▪ Processing Fees ▪ Document Sales ▪ Animal Shelter ▪ Abatement Nuisance Fee ▪ Taxicab Inspections

EXECUTIVE SUMMARY:

Fees for licenses and permits, charges for services, and abatement fees generate approximately \$5.0 million annually for the City of Tulsa. The City's Finance Department is interested in knowing if the current charges and fees for licenses and services are covering the current costs, both direct and indirect. The objective is to identify the full administrative cost of the City's licenses, permits, and charges for services programs, determine the revenue generated by the existing charges and fees, and determine if the revenues are covering the full program costs. All fees are remitted to the City's General Fund, and the departments responsible for administering services to the users are funded from the General Fund.

BACKGROUND INFORMATION:

Incoming phone calls from citizens will prompt the neighborhood inspector to investigate nuisances affecting health, decency, peace and safety, abandoned or junked vehicles, and dilapidated and/or unsecured buildings. An abatement fee is charged for the nuisances. Those persons involved in the construction of residential or commercial property must have proper inspections done by the City of Tulsa. Included in these inspections are building, plumbing, mechanical, electrical, and driveway and sidewalks. Persons pursuing and exercising a trade, occupation or business for a definite period of time with the City of Tulsa must receive a license authorized by the City. All licenses expire one year from date of issuance unless a different date is provided. Included in the licenses are adult book stores, Annual Liquor Occupation, Beer Sales, Coin Operated Devices, Pawnbrokers, Massage Establishments, Family and Adult Recreation Centers, Youth Recreational Facility, Hotels, Sexually Oriented Businesses, and Security Alarm Systems.

The City conducts a cost of service review every three years to ensure charges are keeping pace with the costs of providing the services. A similar study was last done in late 1997.

TIME FRAME FOR REVIEW:

It is anticipated the contract will be signed in October 2001. The submitted proposals will contain a schedule detailing significant milestones and reviews as well as specific product(s) delivery dates. This study will be completed and all products delivered to the City within three months of the contract signing. The City will have 25 days to review the information. An additional 5 days is awarded to the firm for report finalization.

DELIVERABLES:

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

- 1) A report containing an analysis of the cost of administering the fees and licenses, including an analysis of the direct and indirect costs of service;
- 2) An accompanying analysis of how much of the costs is covered by the current charges. Each source of revenue and cost of service associated with the revenue source will be identified. The amounts will be reported both in dollars and percentages.

GENERAL CONTRACTUAL CONDITIONS:

The primary emphasis of this project will be to determine the cost of providing services for which user fees are or could be assessed and to identify funding sources/methods. Cost of services will not be limited to direct departmental charges based on governmental accounting procedures, but will be based on an analysis of the comprehensive costs incurred by the City in providing services. The City will make available financial information, records, and schedules as may be required; provide information on organization structure, and assist in scheduling appointments with Tulsa personnel, if necessary. The City will also make available suitable workspace for use during on-site visits. The City staff will not be required to perform any tasks of the engagement. All documents and reports prepared by the awarded firm as part of the services shall become the property of the City.

REQUIREMENTS FOR PROPOSAL PREPARATION:

Individual firms or groups of firms desiring consideration should submit proposals in the following format:

- A. Cover Letter
- B. Understanding of the Project
The Consultant will demonstrate an understanding of the scope of work, summarize the methodology to be used to accomplish each activity, and identify what City resources will be required.
- C. Project Schedule
The Consultant will provide a timetable for completion of the project with the dates of deliverables/decision points noted.
- D. Project Organization and Staff
The Consultant will provide a list of the vendor's staff who will work on the project and their resumes, including evidence of past experience in this type of study; and a list of references or clients for which this type of service has been provided. A statement not to exceed one paragraph showing why the firm is qualified to respond to this RFP will be included.
- E. Project Costs
The Consultant will include a page with an itemized listing of all fees and charges to be billed and a total cost of the study not to be exceeded.

CONTACTS AND RFP SCHEDULE:

Patrick B. Connelly
Manager, Budget and Planning Division
Department of Finance
City of Tulsa
200 Civic Center, Room 1004B
Tulsa, Oklahoma 74103
Telephone: 918-596-7659
Fax: 918-596-9051

Patricia D. Cummings
Buyer, Purchasing Division
Department of Finance
City of Tulsa
200 Civic Center, Room 802F
Tulsa, Oklahoma, 74103
Telephone: 918-596-7561
Fax: 918-699-3021

Responses to this RFP must be delivered to the City Clerk's office, Room 109 by 5:00 p.m., September 19, 2001 and marked externally with the RFP number.

EVALUATION AND AWARD PROCESS:

A committee comprised of representatives from the City's Finance Department, Public Works Department, and the Public Safety Department will review the submitted proposals. A recommendation from this Committee will be forwarded to the Mayor for approval. The selection criteria will include, but not be limited to, demonstrated ability, delivered products, cost, and staff assigned. The same Committee will serve as an oversight group for the project and will review all material and work submitted by the selected service provider.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected. The City reserves the right without prejudice to reject any or all proposals.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **NON-COLLUSION AFFIDAVIT** and the **INTEREST AFFIDAVIT**. Failure to do so may be cause for rejection of this proposal.

CONTRACT:

The successful bidder will be required to enter into contract with the City in accordance with item 15 of the terms and conditions as printed on page 4 of the invitation for sealed bids form.

AMERICANS WITH DISABILITIES ACT:

The contractor shall take the necessary actions to ensure its facilities and equipment are in compliance with the requirements of the Americans with

Disabilities Act. It is understood that the program of the contractor is not a program or activity of the city of Tulsa. The contractor agrees that its program or activity will comply with the requirement of the ADA. Any costs of such compliance will be the responsibility of the contractor. Under no circumstances will the contractor conduct any activity which it deems to not be in compliance with the ADA.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

- (1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORIGIN, EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISION OF THIS NON-DISCRIMINATION CLAUSE.
- (2) THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYMENT PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.
- (3) NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

B. THE CONTRACTOR WILL INCLUDE THE PROVISION OF THE FOREGOING PARAGRAPHS OF THIS SECTION IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

BID DOCUMENTS:

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN ITS ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**