

**TULSA AUTHORITY FOR THE  
RECOVERY OF ENERGY**

**REQUEST FOR PROPOSAL**

**RFP# 11-405**

**Addendum #2**

**8-23-2011**

**Addendum #2**

Please note the following changes which have been made for clarification to this Request for Proposal. This addendum must be listed as Addendum #2 on form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

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**Changes/Clarifications:**

1. Buyer's email address has been corrected to read: [darlaharvey@cityoftulsa.org](mailto:darlaharvey@cityoftulsa.org).
2. Presentation dates have been changed to September 6, 2011 through September 9, 2011.
3. Evaluation and recommendation to TARE and/or Mayor has been changed to read by September 12, 2011.
4. Please disclose if you are currently representing a company involved in solid waste collection, transportation or disposal, or the processing and marketing of recyclable materials.

**Questions & Answers:**

1. Print materials and publications are part of the scope of work in section III, but are not listed specifically in the deliverables. Specifically what is expected in terms of print materials to be created: What size and format of flyers / brochures, and what is the size, format and frequency of the publications to be created?

*The consultant will be primarily responsible for the concept, message and strategy.*

*We did not include print materials and publications in the deliverables because your plan will determine the frequency, size, and format of those materials.*

*Please include your costs to develop, but also be ready to have discussions on how our in-house resources for graphics and printing could be used to save taxpayer costs. As was explained in the RFP, we may choose to use in-house resources for writing, graphics and layout, and printing when possible.*

2. The RFP asks that the consultant on this project act as a broker for purchasing paid advertisements and scheduling/securing PSAs. Is the cost of paid advertising to be included as part of the project quote or is it to be paid by the city when such costs are incurred? Should our proposal include estimated paid advertising costs or include the preparation of the advertising plan AND the cost, if any, for brokering the advertising or negotiating rates, but leave the actual costs of media space out?

*You should include the costs for advertising plan, production and placement, including paid space for all recommended electronic media, web and publications.*

3. Often for a project such as this, which requires outreach to the community, a very clear, specific definition of the audience determines the timeline of the project, as well as dictates many factors in determining the goals and objectives. Can you give any more specific definition of the audience you wish to be reach and motivate, or is defining the audience part of the consulting to be provided?

*The primary audiences are: Council and 116,000 residential customers. This project will span two councils and the audience will include both outgoing and incoming councilors (elections in November).*

4. If defining the audience is to be part of the scope of the consultant's efforts, what is the big picture goal for this project? Is it ultimately to secure public support for the TARE board's plan through the education and engagement of the various publics affected or is the goal simply educating the citizens about the process and impacts of solid waste collection and management?

*Primary goal is to educate the citizens about the process and impacts of solid waste collection and management, and the secondary goal, but also extremely important, is to secure public support for the new service plan.*

5. Will respondents to the RFP 11-045 be favored or disqualified if they have a current or previous relationship with any company planning to bid one or more Solid Waste and Recycling Services (TAC893)?

*Yes, we believe there is a potential for conflict with any consultant that is currently representing a potential bidder on TAC893.*

## 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 form titled **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**.

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### Changes:

1. Due date: Due date has changed to Wednesday August 31<sup>st</sup>, 2011.—All instances
2. Project Buyer has changed to Darla Harvey (email [dharvey@cityoftulsa.org](mailto:dharvey@cityoftulsa.org))—All instances
3. All references to City of Tulsa or City have been corrected to read Tulsa Authority for the Recovery of Energy or TARE.—All instances
4. I. STATEMENT OF WORK: Miscellaneous minor changes
5. II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:
  - A. General Requirements: Miscellaneous minor changes
  - B. General Notifications: Miscellaneous minor changes
6. III. SCOPE OF WORK: Miscellaneous minor changes
7. IV. TIME FRAME FOR REVIEW: Note changes to C, D, and E.
8. V. DELIVERABLES: Miscellaneous minor changes
9. VI. FIRM AND PROPOSAL REQUIREMENTS: Miscellaneous minor changes
10. VII. EVALUATION OF PROPOSALS: Miscellaneous minor changes
11. VIII. AWARD OF BID: The first paragraph has changed as well as miscellaneous minor changes in the sub categories.
12. IX. MISCELLANEOUS: Miscellaneous minor changes
13. GENERAL CONTRACT TERMS: Miscellaneous minor changes

**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 RFP Packet 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: \_\_\_\_\_

**TULSA AUTHORITY FOR THE  
RECOVERY OF ENERGY**

**REQUEST FOR PROPOSAL  
RFP# 11-405**

***PROFESSIONAL CONSULTING  
SERVICES FOR:***  
**Solid Waste Collection Services  
Communications and Community  
Outreach program.**

**NIGP CODE 918-07, 918-76, 918-26**

Project Buyer:

Darla Harvey  
darlaharvey@cityoftulsa.org

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

## **I. STATEMENT OF PURPOSE:**

With this Request for Proposal (RFP), we are seeking to educate the Tulsa public about Refuse and Recycling services. Tulsa Authority for Recovery of Energy (TARE) commissioned the R. W. Beck Study, completed in 2008, as a means of determining possible service changes and costs for the future. The current service contract with the collection and disposal provider will expire on June 30, 2012. Prior to the expiration date, a new service provider must be selected, and must be ready to assume city-wide refuse pickup on Monday, July 2, 2012.

With this Request for Proposal (RFP), we are searching for a consultant who will advise the TARE board members, Solid Waste Services staff and Communications Department staff on a the creation of a comprehensive public information and outreach program that outlines short-term and long-term strategies for communications targeting specific audiences, and create collateral design materials, using City of Tulsa in-house graphics designer as well as consultant's own resources or vendor resources, to support the Communications Department and TARE in their roles to: host public meetings, inform all stakeholders, including elected officials, media and residential customers of changes and options within the household collection and disposal system, and develop a measured approach to creating and distributing collateral materials, to include written, graphic, visual, and electronic forms of communication. The consultant will work directly with a City of Tulsa media relations and marketing specialist that will be funded by TARE and will dedicate 100 percent of his/her work effort to the communications support for Solid Waste Services and the TARE board. This specialist will implement portions of the plan, including writing for publications, website and social media, photography for web and social media, work with the consultant, community outreach and speaking engagements to educate customers on all solid waste services offered by TARE. Responses to the RFP received should reflect participation and collaboration with the specialist, who will be hired within two months. The RFP also should take into account that some design and branding work can be completed by the City's in-house Communications Department's graphics designer, and web content will be posted by City employees using the City of Tulsa website.

We enthusiastically look forward to receiving your proposal.

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

### **A. General Requirements**

- 1. The proposal must be received by 5:00 p.m. on Wednesday, August 31, 2011, Central Daylight Time.** Please place proposals in an envelope or box clearly labeled "**RFP 11-405 Professional Consulting Services for Solid Waste Collection Services Communications and Community Outreach program.**"

2. Proposals must be sent to:

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

3. All interested Respondents are required to register with the Project Buyer, Darla Harvey, [darlaharvey@cityoftulsa.org](mailto:darlaharvey@cityoftulsa.org), 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 Project Buyer requesting clarification regarding the Request for Proposal or the content therein must be made via e-mail to Darla Harvey, [darharvey@cityoftulsa.org](mailto:darharvey@cityoftulsa.org) and must be received prior to the end of the business day on **August 12, 2011**.
5. 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 verbally. If any question results in a change or addition to the RFP, the changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.
6. 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. 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 the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business utilization and equal employment opportunity.
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. TARE has the right to modify the proposal and final selection of work product requirements as needed.
5. Although it is the TARE's intent to choose only the most qualified Respondents to interview, the TARE reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Request for Proposal does not commit TARE or the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

### III. SCOPE OF WORK

1. The Consultant shall consult with the Mayor's management team, Solid Waste Services, TARE board, and Communications Department on public information campaign for solid waste services.
2. The Consultant shall coordinate the implementation of a branding strategy
3. The consultant shall hold strategic planning sessions with the Communications Department, Solid Waste Services, and TARE representatives designated by the TARE Chair, and implementation of strategy, including writing messages for delivery by officials, establishing measurable goals and objectives, audience demographics and tactics for reaching objectives and goals.
4. The Consultant shall coordinate messages and information for the TARE board and assist Communications and City management with updates to City Council.
5. The Consultant shall produce brochures and publications supporting the solid waste services information program, including the branding, writing, design, photography and production of publications, using in-house design, web content management, and editorial resources available through the Communications Department and external resources.
6. The Consultant shall produce video presentations, TGOV and television programs, streaming video, and public service announcements. Consultant would be responsible for script writing and finding talent for electronic productions.
7. The Consultant shall provide updates of information for City of Tulsa website, including the compilation of information, writing, editing, and photography, **but not to include design or entry of information.**
8. The Consultant shall coordinate public meetings and focus groups, neighborhood associations for speakers to deliver updated information on program. Prepare information, scripts, messages and speeches for speaker's bureau.
9. The Consultant shall provide the Communications Department with, at minimum, a weekly update.
10. The Consultant shall provide TARE Board members with a minimum of monthly updates and reports on the measured effectiveness of the branding and informational campaign

### IV. TIME FRAME FOR REVIEW:

- A. **Written questions due by August 12, 2011**
- B. **RFP issued August 4, 2011.**
- C. **Proposals due August 31 , 2011 by 5PM in the City Clerks Office**

**D. Presentations will be held September 6 through September 9, 2011**

**E. Evaluation and recommendation to TARE and/or Mayor by September 12, 2011**

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**V. DELIVERABLES:**

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

- 1) Comprehensive public information program for Solid Waste Collection Services including strategies, messages, audience demographics, measurable goals and objectives, tactics, measurable goals and measurement.
- 2) Branding strategy for solid waste collection services, including household waste, curbside recycling, yard waste and bulky waste services.
- 3) Purchasing and placement of paid advertisement, public service announcements and news articles.
- 4) Production of visual presentations for stakeholder groups, television programs for TGOV regarding TARE solid waste services, public service announcements and advertisements.
- 5) Ongoing consultation with the Communications Department and TARE members on changing strategies, messages and action steps.
- 6) Stakeholder and community outreach program from contractor bid process through adoption of a solid waste program contract and the supporting rate structure; through the beginning implementation phases of collection service.
- 7) Media relations program from contractor bid process through adoption of a solid waste program contract and the supporting rate structure; through the beginning implementation phases of collection service.
- 8) Implementation of community outreach program working with TARE staff and the Communications Department.
- 9) Collateral materials including photographs, publications and specialty advertising items, electronic and written communications; scripts, branding services, social networking strategy and all collateral materials to support the communications program.

**VI. FIRM AND PROPOSAL REQUIREMENTS**

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

- A. One (1) unbound original and six (6) bound copies of the proposal plus four (4) copies on CD-ROM.
- B. A description of the firm's qualifications and experience and that of key personnel assigned to this project (and that of each firm 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 your firm (and those of each firm proposed as part of the 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 be completed in a timely manner, TARE requires that the selected Respondent perform steps concurrently to expedite results and recommendations, as feasible.
- F. At the discretion of the TARE, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- G. 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. Neither TARE nor the City of Tulsa is liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by TARE.

**VII. EVALUATION OF PROPOSALS:**

A panel consisting of not less than **four** City of Tulsa employees, the TARE Chair and any other designees identified by the TARE Chair will evaluate proposals. Selection shall be determined to be in the best interest of TARE and the City as evaluated by TARE. The approval of the selected firm will be subject to the final determination of TARE and will be contingent on the successful completion of a contract between TARE and the successful bidder.

**VIII. AWARD OF BID:**

TARE shall evaluate proposals based on the need of TARE and will consider criteria identified in the Mayor's Executive Order No. 90-08 as factors to be considered in the review of proposals including:

1. Professional qualifications, specialized experienced and technical competence of the firm with respect to the types of service required;
2. Capacity and capability of the firm with respect to such factors as cost control, quality of work and ability to meet schedules;
3. Record of past performance with TARE or the City and other jurisdiction; (please provide references.)
4. Familiarity with the area of service;
5. Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;
6. Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
7. Estimated schedule for completion of the project.
8. Weight – A maximum of seventy (70) points will be assigned to items 1 thru 7. A maximum of thirty (30) points will be assigned to cost. The low bidder will be awarded 30 points for cost. Other bids will receive fewer points. If a proposal cost is 10% higher than the lowest proposal cost, that proposal will receive 10% fewer points.

The proposal with the most points will be awarded a contract.

9. Required with proposal
  1. Client list
  2. Website or CD showing previous work including, but not limited to, branding projects, community outreach and public education projects
  3. PSAs and electronic productions and presentations
  4. Use of Social media
  5. Fee schedule
  6. List of required activities, hours to complete, and hourly rate

## **IX. MISCELLANEOUS**

- A. Your response to this RFP and any subsequent correspondence related to this proposal process will be considered part of the contract, if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to TARE.
- 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. The use of TARE's name in any way as a potential customer is strictly prohibited except as authorized in writing by TARE.
- D. Your proposal must clearly indicate the name of the responding organization, including the firm'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

- E. Neither TARE nor the City assume responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- F. TARE and the City are 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)

Further, your company will be bound to comply with the provisions set forth in this RFP unless any and all deviations are explicitly stated in your proposal. TARE shall not infringe upon any intellectual property right of any vendor, 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 Tare's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. Neither TARE nor the City shall not be under any obligation to return any materials submitted in response to this RFP.

- G. TARE expects to enter into a written Agreement (the "Agreement") with the chosen vendor that shall incorporate this RFP and your proposal. 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.

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# 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 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. 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 bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any TARE Trustee or staff member or 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.

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**



Price Sheet Summary

1-YEAR TOTAL	\$ _____
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You must attach to your IFB response:

- 1. Fee schedule
- 2. List # of hours and hourly rate (as shown on the fee schedule )

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## General Contract Terms

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It is anticipated that TARE will enter into a contract with the selected vendor for an initial term ending one (1) year from the date of its execution by the TARE Chair, with one (1) one-year renewals available at the option of the TARE. All contracts entered into by the TARE shall include, but not be limited to, the following general 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 TARE of the Services set forth in this Agreement is subject to TARE's needs.
2. **No Indemnification or Arbitration by TARE.** Contractor understands and acknowledges that TARE is an Oklahoma public trust. Accordingly, and pursuant to Oklahoma law, TARE 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 TARE for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. TARE reserves the right to pursue all legal and equitable remedies to which it may be entitled. TARE will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless TARE 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 TARE 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. No lien shall be placed on property of TARE or City by the actions or inactions of Contractor.** Contractor agrees to indemnify and hold the TARE 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 TARE 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 TARE'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 TARE 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, TARE 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 TARE's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Contractor shall comply with the terms of Title 5 of Tulsa Revised Ordinances relating to minority, female, disadvantaged and BRIDGE program business enterprise utilization and equal employment opportunity.

**The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the Tulsa Authority for the Recovery of Energy. .**

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

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

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

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

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