

**TULSA AUTHORITY FOR THE
RECOVERY OF ENERGY**

**REQUEST FOR PROPOSAL
RFP TAC956
Addendum #1**

Issued 10-28-2011

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**.

Changes/Clarifications/questions:

- 1. Under VII, Letter E, was missing some words that should have carried over to the next page. Added: "of all tasks in a time-sensitive manner. Please indicate concurrent activities in your schedule."**
- 2. Under City of Tulsa Contract Terms, number 8 was missing some words that should have carried over to the next page. Added: "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."**
- 3. Under VII, Firm and Proposal Requirements, letter A, corrected to read (5) bound copies.**
- 4. Question: The RFP mentions two different timelines. One says the contract is for one year, starting in November. However, there is one reference to the budget running through June 2012. Does the City and**

the TARE board expect the entire \$1.5 million budget to be used by the end of June 2012? Can you clarify?

Answer: The City and TARE do not necessarily expect the entire budget to be expended by the end of June, 2012, but that is the budget for the fiscal year and it must be encumbered by June 30, if it is to be used. On July 1, 2012, the budget for the fiscal year ending June 30, 2013 will be \$350,000. The budget for the fiscal year ending June 30, 2014 is \$350,000. The budget is \$1.2 million.

5. **Question:** The RFP calls for hourly rates and number of expected hours. I just want to confirm that other production costs do not need to be included. For example, projected pricing for printing of materials, specialty advertising materials, costs of advertising space and air time. The RFP says the budget is \$1.5 million, this will include the final production costs of the items listed above, correct?

Answer: Projected pricing needs to be included in the proposals but not as a part of the hourly rates. It does include all costs for public relations including the items listed above. The budget is \$1.2 million.

6. **Question:** Please elaborate on “research” as noted in deliverable #1. (is TARE looking for qualitative research to assess current attitudes or quantitative to set the benchmark for future measurement?)

Answer: All research to date is available on the website link provided in the RFP. The firm should determine based on their knowledge of the current environment whether additional research is necessary to support TARE’s marketing and education goals. The plan to be developed by the PR firm should include research needed to measure results.

7. **Question:** Please elaborate on deliverable #16, pertaining to orientation and training. Who/what is the “trainer” and what are the associated roles and expectations for the group? Copy of the RFP states “customer-facing vendor representatives.” Are these the customer service/field reps? Are they haulers?

Answer: PR firm will provide message, consistency, and strategy the new contractors regarding service expectations of TARE and COT, including but not limited to training strategy and materials development for those who will be responsible for providing this training/orientation to all customer-facing personnel of the contractors. Yes, this would include messaging and training materials for customer service, field reps, and haulers. Training per se would be of those responsible for training within the contractor organizations; not for training every customer facing individual.

8. **Question:** With regard to showing our previous work, can we direct your team to our website to view electronic creative, such as TV and radio, or do they need to be on a CD included with the hard copy of our response?

Answer: In order to be considered, it must be printed and submitted with the hard copy. The CD should be an exact duplication of the hard copy.

9. **Question:** We've spoken to the City's communications department in the past and been told there will NOT be a unique website or landing page regarding trash or the new trash program, and that no online presence will be allowed except for the section that's currently on the City of Tulsa website. Is this still correct?

Answer: This is correct. We do not as a policy allow independent websites, or new websites for new or changing services/programs. We have pages on the City of Tulsa website with a specialty url – cityoftulsa.org/trash.

10. **Question:** Do we need to budget for printing of the various collateral materials to be developed by the selected firm, or will TARE/the City have access to City printing services?

Answer: All printing will come out of TARE budget for public relations. The city does not have an in-house print shop. The City/TARE does have access to printing services via a contract with J.D. Young, but the PR firm will not be required to use the printing contract and will be expected to seek the best price.

11. **Question:** Likewise, will the selected firm need to budget for mailing services as well or will TARE/the City have similar access to City mailing services that can be utilized?

Answer: One option open to the selected firm is to use the City's utility billing mail service – TPSI. If the firm wants to insert a flier into the envelope with the utility bill and existing CityLife newsletter, and the weight limit for the postage is not exceeded, there would not be additional postage charges. If an additional insert causes the weight to exceed the postage limit, the TARE budget would be used to pay for the additional charges and the firm should anticipate additional postage charges. There will be programming costs and possible insertion costs due from the firm. The firm could opt to do a special mailing or mailings to residential, single family trash customers using the City's mail service. The firm should anticipate postage, insertion and programming costs for any special printed pieces or letters. All mailing costs must come out of the TARE PR budget.

12. **Question:** If our firm needs to provide cost estimates for printing and mailing of specific collateral materials for the purpose of this RFP, will

TARE/the City be providing us any “ballpark” quantities to be used for budgeting these services?

Answer: As of today, we have 116,000 residential, single family refuse collection customers who are directly impacted by the changes in the residential trash collection services. Expect to print an additional amount to be used for public meetings etc.

13. Question: Is a “fee schedule” a breakdown of the budget or is it a payment schedule for the contract period?

Answer: A fee schedule would include any charges that bidders expect TARE to pay such as, but not limited to, hourly rates for various types of services, material costs, postage, etc. It should also include an estimated number of hours for each hourly rate and a not-to-exceed cost for all items.

14. Question:I have a question about the following verbiage included in the bid document: “The proposed budget through June 30, 2012 is 1.2 million TARE has committed to \$350,000 per year for two years thereafter to work in conjunction with TARE vendors providing collection and disposal services.” Is the \$1.2 million dollars the budget for the information and outreach program?

Answer: The entire budget for marketing, PR, outreach, information , etc. That’s the budget.

**TULSA AUTHORITY FOR THE
RECOVERY OF ENERGY**

**REQUEST FOR PROPOSAL
RFP TAC956**

Issued 10-13-11

***PROFESSIONAL CONSULTING
SERVICES FOR:***
**Solid Waste Collection Services
Branding, Marketing, & Public
Relations**

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. 2ND St.
Suite 260
Tulsa, OK 74103

I. STATEMENT OF PURPOSE:

With this Request for Proposal (RFP), we are seeking to provide public awareness, information and education regarding the Tulsa Refuse and Recycling services and transition to new services.

The current service contracts for the collection and disposal services will expire on June 30, 2012. Competitive process will establish future vendors that will be in place and ready to assume all services on Monday, July 2, 2012. TARE will receive bids on October 5, 2011, and intends to award contracts by mid-November, 2011.

This Request for Proposal (RFP) is to identify a consultant to advise the TARE board, Solid Waste Services staff and Communications Department staff. Deliverables will include a comprehensive public information and outreach program with short-term and long-term strategies for communications targeting specific audiences, branded collateral materials, and design and production of visuals, public service announcements, signage, website, etc. The consultant will advise and provide talking points, as needed, to TARE and staff for public and neighborhood meetings, meetings with elected officials, residents, and media. The consultant will assist in providing orientation and training materials for customer-facing vendor representatives and their managers. TARE has higher expectations of vendors and their preparedness and professionalism when dealing with our ratepayers. The consultant will develop a measured approach to creating and distributing collateral materials, to include written, graphic, visual, and electronic forms of communication.

The public education/outreach and marketing campaign will start at the earliest possible date that a firm is secured under contract, preferably in November, 2011, and run for one year from the initial date of contract. The proposed budget through June 30, 2012, is \$1.2 million TARE has committed \$350,000 per year for two years thereafter to work in conjunction with TARE vendors providing collection and disposal services.

The 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. For informational purposes only, the Beck Report, the Shapard Research, and the Refuse Recycling Task Force Recommendations are available on the City of Tulsa's Purchasing website (www.cityoftulsapurchasing.org) next to RFP TAC956. The bid documents for Solid Waste & Recycling Services TAC893 are also available on the City of Tulsa's Purchasing website. Firms may refer to www.cityoftulsa.org/trash for research and other information that may be useful in preparing responses to this request for proposal.

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 November 2, 2011, Central Daylight Time**. Please place proposals in an envelope or box clearly labeled **"RFP TAC956 Professional Consulting Services for Solid Waste Collection Services Branding, Marketing & Public Relations"**.
2. Proposals must be sent to:

Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103
3. All interested Respondents are required to register with the Project Buyer, Darla Harvey, 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, darlaharvey@cityoftulsa.org and must be received prior to the end of the business day on October 24, 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. All respondents shall comply with 25 O.S. Sec. 1313 and participate in the Status Verification System.
5. TARE has the right to modify proposal and final selection of work product requirements as needed.
6. 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.
7. This Request for Proposal does not commit the 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. PROGRAM OBJECTIVES

To provide education and information to the general public about the potential changes in their residential solid waste services.

1. To provide the rationale for changing residential waste services
2. To educate customers on the options and various service levels
3. To gain public acceptance or approval for the program
4. To effect a smooth transition.
5. To maximize participation in residential recycling
6. To create an education program regarding green waste and bulky waste, in addition to the changes in household collection dates and options.
7. To create a media strategy on all of the above.
8. To effectively train public interfacing representatives of vendor organizations to meet TARE expectations.

IV. SCOPE OF WORK

The scope of services follows; however, the consultant is encouraged to suggest deletions or additions within their understanding of the program/program approach if they believe changes will better meet the objectives of the program.

1. The Consultant shall develop, in consultation with the Solid Waste Services manager, the TARE board, and Communications Department, aka as the "project team", a public information and education campaign for solid waste services and the upcoming transition to newly contracted services.
2. Research on best practices in solid waste services across the country will be provided to the consultant. Findings of a Mayor's Refuse & Recycling Task Force and a pilot recycling program will be provided. Additional related research may be necessary.
3. The Consultant shall coordinate the implementation of a branding strategy and provide all creative materials, as requested, for the website and other media formats.
4. The consultant shall hold strategic planning sessions with the project team, and implement a strategy, including writing messages for delivery by officials, establishing measurable goals and objectives, audience demographics and tactics for reaching objectives and goals and assist with updating City officials.
5. The consultant shall perform media buys for paid advertisements based on the program goals.
6. The Consultant shall produce professional-grade brochures and publications supporting the solid waste services information program, including the branding, writing, design, photography and production of publications.
7. The Consultant shall produce informational 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.
8. The Consultant shall provide updates of information for the City of Tulsa website pages, including the compilation of information, writing, editing, and photography.

9. The Consultant shall coordinate public meetings and focus groups, neighborhood associations for speakers to deliver updated information on program. Prepare information, presentation materials, scripts, messages and speeches for speaker's bureau.
10. The Consultant shall provide updates as required by project team. These reports will at a minimum be required at regular TARE meetings or as directed by Project Team.
11. The Consultant shall provide TARE Board members, at least as often as each regular monthly TARE board meeting, updates and reports on the measured effectiveness of the branding and informational campaign.
12. The Consultant shall assist the Solid Waste Manager or his designee by creating tailored orientation and training packages and presentation materials for vendors and employees, particularly those with customer-facing roles.

IV. TIME FRAME FOR REVIEW:

- A. RFP issued **October 13, 2011.**
- B. Written questions due by **October 24, 2011.**
- C. Proposals due **November 2, 2011 by 5:00 PM in the City Clerks Office.**
- D. Presentations may be held November 7 **through 11, 2011.**
- E. Evaluation and recommendation to TARE and/or Mayor by November 16, **2011.**

V. DELIVERABLES:

Project deliverables may include, but not be limited to:

- 1) Research as recommended and agreed upon by Consultant and TARE Project Team
- 2) Comprehensive public information program for Solid Waste Collection Services including strategies, messages, audience demographics, measurable goals, objectives, tactics and methods for evaluation and measurement.
- 3) Media relations strategy
- 4) Branding strategy for solid waste collection services, including household waste, curbside recycling, yard waste and bulky waste services and creative materials including logos and designs.
- 5) Purchasing and placement of paid advertisement, public service

announcements and earned media.

- 6) Production of to 15 to 30 second television and radio spots; Production of up to 30 minute television/visual program to provide information on the refuse program to stakeholder groups, TGOV programming, arrange for paid public service announcements and advertisements with local radio, cable and network affiliates.
- 7) Production of print advertisements, brochures, signage, displays for exhibit
- 8) Ongoing consultation with project team on changing strategies, messages and action steps.
- 9) Stakeholder and community information and 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.
- 10) 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.
- 11) Implementation of community outreach program working with City staff.
- 12) Collateral materials including photographs, publications and specialty advertising items such as magnets, electronic and written communications; scripts, branding services, social networking strategy and all collateral materials
- 13) Web content for City of Tulsa web pages
- 14) Social media strategy
- 15) Printing and production of materials created to support the programs
- 16) Orientation and training strategies and associated materials for both trainers and target audiences.

VI. PROJECT TIMELINE

Phase 1: Pre-Award phase

This phase will begin immediately upon contract execution of the public relations contract, and will conclude when bids for service are awarded to educate the public about what their current service is and what the proposed new service will be.

The purpose of the Pre-Award Phase is to assist in messaging to a very interested public in the process and outcome of the competitive bids. Also included will be the media strategy to announce prevailing contractors. .

Phase II:

Transition and Adoption Phase

As services are determined, to begin to educate the public on new services and benefits to them.

This phase will include a more extensive community education program to inform customers of specific services to be provided, choices of service options, and methods of communicating with us. Information and community outreach will include, but not be limited to, details on services options, including frequency and options for the elderly and disabled and premium options such as backyard pickup; information on carts, yard waste, rates and bulky waste.

The information campaign also will include information on schedules, lists of what can be recycled, and how customers can use recycling to reduce their volume of waste and ultimately reduces the costs of their household services, and keep costs low overall.

Orientation and training of new employees and vendors will take place in this phase.

Once the service contracts have transferred, ongoing assistance with messaging for the Customer Care Center, the customer service reps and field reps, as well as media plan for TARE, will be required. It is very important to TARE to have a smooth transition and to have the public be as well informed as possible with as many outlets as possible to seek relief.

VII. FIRM AND PROPOSAL REQUIREMENTS

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

- A.** One (1) unbound original and five (6) bound copies of the proposal plus one (1) full copy 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. Your engagement manager must be named
- 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.
- D.** Because TARE has not yet selected a vendor for the new solid waste & recycling services contract TAC893, any public relations firm representing a potential vendor during the bidding process could have a conflict of interest at this stage in the contracting process. Please disclose the names of clients in the solid waste collection, transportation and recycling processing business.

- E. Provide a project schedule, identifying beginning and ending dates of work, as well as project milestones. Your schedule must demonstrate completion of all tasks in a time-sensitive manner. Please indicate concurrent activities in your schedule. .
- F. 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.
- G. 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. . If requested, presentation materials will be required (TBD).
- H. 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.

VIII. EVALUATION OF PROPOSALS:

The selection committee shall comprise a minimum of 6 participants including one representative each from City of Tulsa Solid Waste Services, the Mayor's office, and Communications Dept. and a maximum of three members of the TARE board. Selection shall be determined to be in the best interest of TARE as evaluated by the Selection panel. The approval of the selected firm will be subject to the final approval of the full TARE board and will be contingent on the successful completion of a contract between TARE and the successful bidder.

IX. 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. Creativity, innovative approach in past projects
5. Familiarity with the area of service and issues related to this project;

6. Qualifications and experience of the principals of the firm, managing professional and key staff professionals selected for the project;
7. Size and experience of the professional and technical staff with respect to the magnitude of the assignment;
8. Estimated schedule for completion of the project.
9. Weight – A maximum of seventy five (75) points will be assigned to items 1 thru 8. A maximum of twenty five (25) points will be assigned to cost. The low bidder will be awarded 25 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 overall points will be awarded a contract.

10. 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

X. 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 address of the consultant and/or team of consultants that will be assigned to this contract, if awarded one.
- 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

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 the TARE's own proprietary data. All such proprietary data contained in your proposal must be clearly identified. Neither TARE nor the City shall 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, TARE 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**

INTEREST AFFIDAVIT

STATE OF _____)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Respondent to submit the attached Agreement for Professional Consulting Services executed on behalf of Respondent. Affiant further states that no trustee of the Tulsa Authority for the Recovery of Energy (TARE), officer or employee of TARE or 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 trustees or officers and/or employees of TARE or the City of Tulsa own an interest in the Respondent's business which is less than a controlling interest, either direct or indirect.

By: _____
Print Name

Signature: _____

Title: _____

Legal Name of Respondent: _____

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

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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City of Tulsa General Contract Terms

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 two (2) 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 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.

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 City of Tulsa.

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____